

5/4/2026 12:07:08 PM

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**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 RAJAE, an individual, and
TOPDEVZ, LLC, a California limited liability
company,

Respondent.

Case No. 37-2022-00026691-CU-PA-CTL

**NON-PARTY MOBILE MONSTER, INC.'S
NOTICE OF MOTION AND MOTION TO
DETERMINE ENTITY AUTHORITY AND
DISQUALIFY D. EDWARD HAYS, ALINA
MAMLYUK, AND MARSHACK HAYS
WOOD LLP FROM PURPORTING TO
REPRESENT TOPDEVZ, LLC;
MEMORANDUM OF POINTS AND
AUTHORITIES**

[IMAGED FILE]

Date: October 30, 2026

Time: 9:00 am

Judge: Judge: Hon. Michael D. Washington

Dept: C-73

ASHKAN RAJAE, an individual,

Cross-Petitioners

vs.

TYLER DAVIS, an individual, and
TOPDEVZ, LLC, a California limited liability
company,

Cross-Respondents.

Action Filed: July 7, 2022

Trial Date: Not Yet Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **YOU ARE HEREBY NOTIFIED** that on October 30, 2026, at 9:00 AM, in Department C-73 of
3 this Court located at 330 West Broadway, San Diego, California 92101, Non-party Mobile Monster Inc
4 (“MMI”) will move this Court for an order pursuant to Cal. Code Civ. Proc. §128, subd. (a)(2), (3), (5) and
5 (8) to:

6 (1) Determine entity authority of TopDevz, LLC (“TopDevz”),

7 (2) Disqualify Marshack Hays Wood LLP (“MHW”) and its attorneys from representing TopDevz.

8 This motion is made on the grounds of the internal affairs doctrine, the TopDevz operating
9 agreement, the California Revised Uniform Limited Liability Act, and the declaration of Ashkan Rajaei,
10 the named manager of TopDevz’s May 9, 2017 operating agreement.

11 This Motion is based upon this Notice of Motion, the Memorandum of Points and Authorities
12 attached hereto, the Declaration of Ashkan Rajaei, all pleadings and documents on file in this action, and
13 such further argument and evidence as may be presented at the hearing.

14
15 Dated: May 4, 2026

Respectfully submitted,

16 NDM Law

17
18 By: /s/ Darius Shahrouzi

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20 _____
Darius Shahrouzi (SBN 321876)
Attorney for Mobile Monster Inc.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This is not a conflict-of-interest motion. Non-party Mobile Monster Inc (“MMI”) does not seek to disqualify Marshack Hays Wood LLP (“MHW”) from representing Tyler Davis (“Davis”). MMI seeks a threshold ruling on whether MHW has authority to speak for TopDevz, LLC (“TopDevz”) at all.

That question must be decided first. MHW filed ROA 190 and ROA 191 as counsel for "TYLER BRANDON DAVIS and TOPDEVZ, LLC" and uses that purported TopDevz appearance to oppose MMI's pending motion to vacate. ROA 190 at 1; ROA 190 at 5, ll. 1-12; ROA 191 at 1. MHW also asks the Court to deny all pending vacatur motions with prejudice. ROA 190 at 22, ll. 16-22. If the Court reaches the merits while treating ROA 190 or ROA 191 as valid TopDevz filings, the Court will have accepted the very authority premise MMI disputes, without first adjudicating it.

MHW's claimed TopDevz authority is traceable to Davis's claimed authority. Davis's claimed authority is traceable to documents not capable of supplying the legal authority under the Supreme Court president and the internal affairs doctrine.

Those documents are: 1) Interim arbitration Order No. 4; 2) A May 2023 Final Arbitration Ruling, and; 3) An August 15, 2023, San Diego confirmation judgment confirming the final arbitration ruling.

First, even *arguendo*, the San Diego judgment was entered with valid jurisdiction attaching and ignoring the fraud in the procurement of the judgment; none of the aforementioned documents are capable of supplying the legal authority under the Supreme Court president and the internal affairs doctrine to demonstrate Ashkan Rajae's (“Rajae”) removal has been effectuated as a matter of law.

Second, MMI's vacatur motion attacks the San Diego judgment's ability to supply any such authority because, under California RULLCA and Code of Civil Procedure § 1283.4, the San Diego court lacked subject-matter jurisdiction to confirm a non-compliant arbitration ruling. ROA 176 at 7, ll. 1-11; ROA 176 at 10, ll. 1-28; ROA 176 at 11, ll. 1-18.

Therefore, under a valid or invalid San Diego judgment, the result is the same. Without a majority vote of the admitted members of TopDevz, LLC to remove Rajae, he has always been and remains its lawful manager.

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II. RELEVANT FACTS

A. TopDevz is a manager-managed LLC

TopDevz is a California limited liability company. Its internal affairs, including who can authorize counsel to act for the company, are governed by California law and the operating agreement. It has had only two admitted members: Rajae and Davis.

The LLC is governed by a May 2017 operating agreement (“OA”) signed by both Appellant and Davis. Appellant is listed as the LLC’s manager at ¶2.9 and procedure to effectuate his removal at ¶5.3. ROA 177 at 56 ¶2.9 & 65 ¶5.3. The California Secretary of State lists Appellant as the manager of TopDevz ROA 177 at 110.

Under California law and its Constitution, along with the Fourteenth Amendment of the U.S constitution, Appellant’s property and liberty rights as manager of TopDevz is constitutionally protected by the TopDevz operating agreement pursuant to Corp. Code, § 17701.10(a), “Except as otherwise provided in this section, the operating agreement governs all of the following: (2) The rights and duties under this title of a person in the capacity of manager.”

Under the TopDevz operating agreement and the internal affairs doctrine, admitted members of TopDevz must adhere to a mandatory prescribed due process procedure to effectuate the removal of Appellant as TopDevz manager. ROA 177 at 65 ¶5.3. Specifically, “5.3. Each new Manager will be appointed by a Majority of Members...A Manager who is a Member may be removed only on the Vote of all other Members.” ROA 177 at 65.

Even federal courts outside of California comply with the same due process:

“The Operating Agreement provides procedures that must be followed to effectuate removal of the Manager... Accordingly, any actions taken by... on behalf of... are invalid.” *Richard L Wendt Revocable Tr. V. Churchill & Co.*, 2024 WL 5359 (W.D. Wash. Nov 22, 2024).

As it pertains to actions taken by a non-manager to bind TopDevz, the internal affairs doctrine governed by California law holds that, “In a manager-managed limited liability company...any matter relating to the activities of the limited liability company is decided exclusively by the managers.” (Corp. Code, §17704.07(c) and (c)(1)). California caselaw is unequivocally consistent, repeatedly holding that no member who is NOT the lawful manager of a manager-managed LLC, lacks authority to bind the LLC;

1 “While LLC members have the ability to remove the manager with a majority
2 vote...they have no right to control the management and conduct of the
3 LLC's activities” (*Swart Enters., Inc. v. Franchise Tax Bd.*, 7 Cal. App.5th
4 497, 510, 212 Cal. Rptr 3d 670 (Cal.App 2017)).

5 Therefore, any matter relating to the company’s activities is decided exclusively by managers; no
6 member acting solely as a member can bind or execute an instrument on behalf of the LLC; acts outside
7 the ordinary course, including disposition of substantially all company property, require all-member
8 consent.

9 **B. Internal Affairs Governance Cannot Be Supplanted By Courts**

10 The internal affairs doctrine applies to TopDevz, including its operating agreement and RULLCA.
11 Simply put, there is no legal authority establishing that any court, absent the appointment of a receiver, can
12 effectuate the removal of an LLC’s manager via arbitration confirmation judgment (even valid
13 proceedings).

14 **C. MMI's pending vacatur motion is already before the Court**

15 The prior sections assumed *arguendo* that the judgment of the San Diego court is valid. However,
16 it can independently be demonstrated that the judgment was entered without fundamental jurisdiction
17 attaching. MMI has filed a pending motion to vacate, set for hearing in Department C-73, seeking relief
18 under Code of Civil Procedure sections 128(a)(8) and 473(d). ROA 176. The motion asserts that the San
19 Diego judgment is a ruling the San Diego court lacked subject-matter jurisdiction to render. ROA 176 at
20 2, ll. 7-13; ROA 176 at 7, ll. 1-11. MMI also asserts that the judgment was used in Sacramento Superior
21 Court to obtain a \$2.5 million judgment against Mobile Monster. ROA 176 at ll. 20-24; ROA 178 at 2, ll.
22 13-17.)

23 **D. Rajaei has already declared, under oath, that Davis and MHW were not authorized to
24 act for TopDevz**

25 Rajaei's declaration filed with MMI's motion states that he is the controlling officer of MMI, is the
26 lawful manager of TopDevz under the May 9, 2017 operating agreement, and never authorized Davis to
27 hire counsel for TopDevz or authorized TopDevz representation by attorney D. Edward Hays (“Hays”).
28 ROA 177 at 2, ll. 5-13. MMI now submits Rajaei's further declaration confirming that Davis is not the
manager of TopDevz and that MHW's only apparent source of TopDevz authority is the challenged
arbitration ruling and San Diego judgment. ROA 177 at ¶¶4–13.

1 **E. MHW has purported to appear for TopDevz and oppose MMI's motion**

2 ROA 190 identifies MHW as attorneys for "TYLER BRANDON DAVIS and TOPDEVZ, LLC"
3 and is styled as an omnibus opposition to the vacatur motions, including MMI's motion. ROA 190 at 1, ll.
4 1-17; ROA 190 at 5, ll. 1-12. ROA 191 similarly purports to be a request for judicial notice by Davis and
5 TopDevz in support of the omnibus opposition. ROA 191 at 1, ll. 1-21.

6 MHW's opposition attacks MMI's standing and asks that MMI's vacatur motion be denied. ROA
7 190 at 6, ll. 1-8; ROA 190 at 13, ll. 10-17; ROA 190 at 22, ll. 16-22.) MHW then asserts that Davis was
8 determined to own more than 95 percent of TopDevz, that Rajae was removed as manager, and that Davis
9 therefore had authority to dissolve TopDevz. ROA 190 at 20, ll. 16-28; ROA 190 at 21, ll. 1-5. That is the
10 disputed premise. MMI's position is that the San Diego judgment (even if valid) cannot supply Davis
11 authority to control or speak for TopDevz because the court lacked subject-matter jurisdiction to confirm
12 the non-compliant arbitration ruling under § 1283.4 and California RULLCA.

13 **III. MMI HAS STANDING TO SEEK DISQUALIFICATION BECAUSE THE**
14 **CHALLENGED TOPDEVZ APPEARANCE DIRECTLY AFFECTS MMI'S PENDING**
15 **MOTION**

16 The Court should address standing directly. MMI is not a current or former client of MHW and
17 does not claim a confidential relationship with MHW. Therefore, MMI does not rely on a client-
18 confidentiality theory, and it does not ask the Court to resolve any conflict-of-interest issue.

19 California law still permits this motion. A party moving to disqualify counsel must show an
20 invasion of a legally cognizable interest. (*Great Lakes Construction, Inc. v. Burman* (2010) 186
21 Cal.App.4th 1347, 1356-1357.) *Great Lakes* rejects disqualification by a stranger with only a speculative
22 or tactical interest in the loyalty owed to someone else's counsel. *Id.* at 1358-1359. *Murchison* likewise
23 rejects a motion where the moving party cannot show a personal stake or continuing effect on the
24 proceeding. *In re Marriage of Murchison* (2016) 245 Cal.App.4th 847, 851-853.

25 But those limitations do not bar MMI's motion. California courts recognize that disqualification can
26 be ordered when continued representation threatens an opposing litigant with cognizable injury or
27 undermines the integrity of the judicial process. (*Kennedy v. Eldridge* (2011) 201 Cal.App.4th 1197, 1205.)
28 Separately, *Jarvis v. Jarvis* (2019) 33 Cal.App.5th 113 confirms that an authority-based disqualification
motion is analytically distinct from a conflict motion: where the challenge is that counsel lacks authority