

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF CALIFORNIA
3

4 ASHKAN RAJAEI, individually, and
5 MOBILE MONSTER, INC., a Canadian
6 corporation,

7 Plaintiffs,

8 v.
9

10 TYLER BRANDON DAVIS, an
11 individual; SCOTT R. CARPENTER, an
12 individual; J. DOUGLAS KIRK, an
13 individual; JOSEPH W. SCALIA, an
14 individual; JOSHUA PAUL LINTZ, an
15 individual; AMANDA FRYE, an
16 individual; MELISSA GARCIA, an
17 individual; MICAH L. BAILEY, an
18 individual; D. EDWARD HAYS, an
19 individual; SIARRA WOOD, an
20 individual; GBQ PARTNERS LLC, an
21 Ohio limited liability company;
22 TALENTCROWD, LLC, a Wyoming
23 limited liability company; PORTER
24 CONSULTING, LLC, a California limited
25 liability company; MASON BUILDING &
26 DESIGN, LLC, a California limited
27 liability company; TOPDEVZ, LLC, a
28 California limited liability company
(nominal defendant),

Defendants.

Case No.: **'26CV0080 GPC BJW**

COMPLAINT FOR
VIOLATIONS OF THE
RACKETEER INFLUENCED
AND CORRUPT
ORGANIZATIONS ACT, 18
U.S.C. §§ 1962(a), (b), (c), and (d)
DEMAND FOR JURY TRIAL

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1 **I. INTRODUCTION**

- 2 1. This civil RICO action arises from an eight-year criminal enterprise that
3 unlawfully seized control of TopDevz, LLC ("TopDevz"), a multi-million
4 dollar software development company, through a coordinated pattern of
5 racketeering activity consisting of wire fraud, bank fraud, bankruptcy fraud,
6 tax fraud, identity theft, money laundering, trade secret theft, and obstruction
7 of justice—all violations specifically enumerated as predicate acts under 18
8 U.S.C. § 1961(1).
- 9 2. The criminal enterprise generated approximately \$75 million in fraudulent
10 financial transactions, stole trade secrets valued at tens of millions of dollars,
11 procured fraudulent judgments totaling over \$12 million through systematic
12 false testimony and falsified tax documents transmitted via interstate wire
13 facilities, and laundered proceeds through Talentcrowd, LLC
14 ("Talentcrowd"), which generated over \$12 million in revenue in its first year
15 using the stolen assets.
- 16 3. Talentcrowd was subsequently sold to Defendant GBQ Partners LLC
17 ("GBQ") in or around February 2025 for undisclosed consideration, and GBQ
18 continues to exploit Plaintiffs' stolen trade secrets as of the filing of this
19 complaint, generating millions of dollars in ongoing revenue through
20 continuing violations of 18 U.S.C. § 1832 (theft of trade secrets).
- 21 4. The pattern of racketeering activity consists of over 750 separate predicate
22 acts spanning over eight years (2017-2025), including over 600 pre-petition
23 predicate acts (May 2017-February 25, 2024) and over 580 post-petition
24 predicate acts (February 26, 2024-December 2025), affecting interstate and
25 foreign commerce, with ongoing violations continuing through the filing of
26 this complaint.
- 27 5. The post-petition predicate acts—over 580 violations occurring after Plaintiff
28 Rajae's February 26, 2024 bankruptcy filing—provide independent basis for
this action because they did not exist when the bankruptcy was filed, never
became property of the bankruptcy estate under 11 U.S.C. § 541(a)(1), and
could not have been settled or sold. These post-petition acts include: the
bankruptcy fraud scheme to convert the case and extinguish claims through
fraudulent settlements and sale (30+ violations of 18 U.S.C. §§ 152, 157,
1343); GBQ Partners' daily exploitation of stolen trade secrets from February
2025 through December 2025 (300+ violations of § 1832); and GBQ's

1 monetary transactions in criminally derived property (200+ violations of §
2 1957).

3 6. Plaintiffs bring this action with clear standing, emphasizing that:

4 PRIMARY PLAINTIFF: Mobile Monster, Inc. has complete, unimpaired,
5 unassailable standing as a separate Canadian corporation that was never a debtor in
6 any bankruptcy case. Mobile Monster's claims were expressly preserved as
7 belonging to "the non-debtor entity, Mobile Monster, Inc.," were never released by
8 the bankruptcy settlements, and were never sold to Davis because they were not
9 property of Ashkan Rajae's bankruptcy estate. Mobile Monster has suffered over
10 \$8.6 million in direct damages (\$25.8 million trebled), and Mobile Monster's claims
alone are sufficient to establish the entire pattern of racketeering activity and support
this action in its entirety.

11 SECONDARY PLAINTIFF: Ashkan Rajae brings claims in his individual capacity
12 for direct injuries to his personal property (not derivative claims on behalf of
13 TopDevz), including loss of his 51% ownership interest valued at \$9-15 million, loss
14 of personal salary of \$2.0-2.5 million, injury from a fraudulent \$9.3 million
15 judgment entered against him personally through identity theft and perjury, loss of
16 his personal immigration status, destruction of his personal reputation and credit,
17 and over \$2.5-5.0 million in personally incurred legal fees—totaling \$22.8-31.8
million in direct damages (\$68.4-95.4 million trebled). These are injuries to Rajae's
personal property and rights, distinct from any derivative corporate claims.

18 7. Plaintiffs discovered the full scope of Defendants' criminal scheme in August
19 2023, when Todd Belluomini provided sworn testimony and documentary
20 evidence proving that Davis's purported \$787,240 capital contribution to
21 TopDevz was derived entirely from embezzlement, PPP loan fraud, tax fraud,
22 and identity theft. This August 2023 discovery date triggers the four-year
23 RICO statute of limitations under the Clayton Act, providing Plaintiffs until
August 2027 to file this action. Filing in December 2025 is timely, with over
20 months remaining in the limitations period.

24 8. Additionally, under the continuing violations doctrine, the statute of
25 limitations has not begun to run for the ongoing predicate acts, particularly
26 GBQ Partners' daily exploitation of stolen trade secrets (continuing violations
27 of 18 U.S.C. § 1832 through December 2025) and GBQ's ongoing monetary
28 transactions in criminally derived property (continuing violations of 18 U.S.C.
§ 1957). For continuing violations, the limitations period runs from the date

1 of the last predicate act, which is occurring as of the filing of this complaint.

2 9. Even assuming arguendo that some estate claims were purportedly "sold" to
3 Davis on August 14, 2025, such sale is void because it was procured through
4 bankruptcy fraud, Davis cannot purchase in good faith claims alleging he is
5 the racketeering defendant, the sale itself constituted additional predicate acts,
6 the sale is under active challenge with the California Court of Appeal having
7 issued a stay order on October 6, 2025, and federal law prohibits a racketeer
8 from purchasing claims to conceal his own criminal conduct.

9 10. Substantial racketeering activity continues through December 2025, including
10 ongoing exploitation of stolen trade secrets by GBQ Partners LLC,
11 Talentcrowd, Lintz, and Frye valued at tens of millions of dollars, continued
12 transmission of fraudulent documents via courts' electronic filing systems, and
13 ongoing money laundering transactions in criminally derived property,
14 providing independent grounds for this action based on post-petition predicate
15 acts that occurred after Rajae's February 26, 2024 bankruptcy filing and
16 therefore could never have been estate property, settled, or sold.

17 11. Plaintiffs do NOT seek review, reversal, or vacation of any state court
18 judgment. Plaintiffs seek only treble damages and injunctive relief pursuant
19 to 18 U.S.C. §§ 1964(a), (b), and (c) for injuries caused by Defendants' pattern
20 of racketeering activity. The fact that Defendants used their racketeering
21 activity to procure judgments is relevant to Plaintiffs' damages (the entry of a
22 fraudulent judgment against a plaintiff is itself a compensable injury under
23 RICO, causing harm to credit, reputation, and financial condition) but
24 Plaintiffs do not ask this Court to void, reverse, or otherwise review those state
25 court judgments. Any issues regarding the validity of state court judgments
26 are being addressed through Plaintiffs' pending appeals in the California Court
27 of Appeal (Case Nos. C100954 and C101423) and are not before this Court.
28 This action seeks compensation for injuries caused by federal crimes and state
felonies, not appellate review of state court decisions.

II. JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction pursuant to:

- a. 28 U.S.C. § 1331 (federal question jurisdiction);
- b. 18 U.S.C. § 1964(c) (civil RICO jurisdiction over claims arising under 18 U.S.C. § 1962);

- c. 28 U.S.C. § 1332 (diversity jurisdiction), as the amount in controversy exceeds \$75,000, exclusive of interest and costs, Mobile Monster, Inc. is a Canadian corporation organized under the laws of the Province of Ontario, and GBQ Partners LLC is an Ohio limited liability company.

13. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and 18 U.S.C. § 1965 because:

- a. Substantial parts of the events giving rise to the claims occurred in this District, including the operation of TopDevz's principal place of business in San Diego County;
- b. Multiple Defendants reside in California and transacted business in this District;
- c. Bank accounts at Wells Fargo and JPMorgan Chase, N.A. containing millions of dollars in proceeds of racketeering activity were located in this District;
- d. Talentcrowd operated from Solana Beach, California (adjacent to La Jolla) and continues operations in California under GBQ's control;
- e. Fraudulent bankruptcy filings were made in the United States Bankruptcy Court for this District;
- f. The pattern of racketeering activity was directed at and affected businesses and individuals in this District.

14. This Court has personal jurisdiction over all Defendants because they:

- a. Directed tortious and criminal conduct into California and this District;
- b. Transacted business within California and this District;
- c. Committed tortious and criminal acts within California and this District causing injury to Plaintiffs;
- d. Engaged in a pattern of racketeering activity affecting interstate and foreign commerce;
- e. Transmitted wire communications into and from this District in furtherance of the schemes to defraud;

- o f. GBQ purposefully availed itself of this forum by acquiring and continuing to operate Talentcrowd from its Solana Beach, California location.

III. PARTIES

A. Plaintiffs

Mobile Monster, Inc.

15. Plaintiff Mobile Monster, Inc. ("Mobile Monster" or "MMI") is a corporation duly organized under the laws of the Province of Ontario, Canada, incorporated on October 30, 2013.

16. Mobile Monster's principal place of business is located at 68 Madawaska Avenue, Toronto, Ontario, Canada M2M 2R7.

17. Mobile Monster is a software consulting and lead generation company specializing in generating high-quality business-to-business leads for software development firms.

18. Mobile Monster is 100% owned by Ashkan Rajae.

19. Mobile Monster is a separate legal entity under Canadian law with its own corporate charter and bylaws governed by the Ontario Business Corporations Act, Canadian Business Number for tax purposes, bank accounts at BMO Harris Bank in Canada (accounts ending in 144, 702, 784), employees and independent contractors, and assets, liabilities, and causes of action distinct from Ashkan Rajae personally.

20. Mobile Monster served as the "parent" company or "foreign organization" for TopDevz, with TopDevz structured as Mobile Monster's expansion into the United States under the L-1A intracompany transferee visa program administered by the U.S. Department of Homeland Security.

21. Mobile Monster had a contractual business relationship with TopDevz whereby Mobile Monster generated leads and client referrals for TopDevz using sophisticated sourcing methodologies, and TopDevz paid Mobile Monster seven percent (7%) of the gross revenues received from clients sourced through Mobile Monster. This arrangement generated approximately \$1.4 million per year in commission revenue for Mobile Monster based on TopDevz's revenue run rate.

1 22. From 2017 through 2021, Mobile Monster invoiced TopDevz approximately
2 \$3.3 million for lead generation services, expense reimbursements, and staff
3 support.

4 23. Mobile Monster was a co-claimant in the arbitration proceedings (AAA Case
5 No. 01-21-0001-9983) alongside Ashkan Rajae (individually) and TopDevz,
6 LLC, bringing its own corporate claims for intentional interference with
7 contract, intentional interference with prospective economic advantage, and
8 negligent interference with prospective economic advantage.

9 24. As a result of the fraudulent arbitration procured through Defendants'
10 racketeering activity, a judgment of approximately \$3.0 million was entered
11 against Mobile Monster on or about May 12, 2023 (separate from the \$9.3
12 million judgment against Ashkan Rajae personally).

13 25. Mobile Monster is currently appealing the \$3.0 million judgment in the
14 California Court of Appeal, Third Appellate District (Case No. C100954).

15 26. Mobile Monster is a "non-debtor entity" that was never a debtor in Ashkan
16 Rajae's bankruptcy case (Case No. 24-00617).

17 27. Mobile Monster's claims were expressly preserved by the bankruptcy Trustee,
18 who stated in the settlement agreements that his dismissal of appeals "as to
19 Ashkan Rajae only shall not constitute a dismissal of any appellate or other
20 rights belonging solely to the non-debtor entity, Mobile Monster, Inc."

21 28. Mobile Monster has unimpaired standing to bring this action for direct injuries
22 to its business and property.

23 **Ashkan Rajae**

24 29. Plaintiff Ashkan Rajae ("Rajae" or "Ashkan") is an individual residing in
25 San Diego County, California.

26 30. Rajae is a seasoned entrepreneur with over 25 years of experience in the
27 technology services sector, having previously scaled a software development
28 company from \$6 million to over \$60 million in annual revenue in under three
years (2014-2017).

31. Rajae is the lawful Manager and 51% majority owner of TopDevz pursuant
to the company's Operating Agreement executed on May 9, 2017.

32. TopDevz is a manager-managed California limited liability company,

1 meaning only the Manager (Rajae) has authority to bind the company and
2 conduct its affairs, and no member acting solely as a member (including
3 Davis) has authority to act on behalf of TopDevz.

4 33.Rajae's majority ownership and managerial status were required by and
5 approved by the U.S. Department of Homeland Security as part of his L-1A
6 intracompany transferee visa, which authorized him to expand his Canadian
7 business (Mobile Monster) into the United States through TopDevz.

8 34.Under Rajae's leadership from 2017 through 2021, TopDevz:

- 9 ○ Grew from \$0 to nearly \$30 million in total earned revenue;
- 10 ○ Secured major clients including HBO, DriveTime Automotive Group
11 (a nearly \$2 billion company), Procore Technologies, Becton
12 Dickinson and Company (a Fortune 500 company), Medical Staffing
13 Solutions, Intellicheck, Mode Transportation, and others;
- 14 ○ Generated \$1.4 million in net profit in 2021 alone.

15 35.Rajae is also the 100% owner and President of Mobile Monster, Inc.

16 36.Rajae brings this action in his individual capacity for direct injuries to his
17 personal property.

18 **B. Individual Defendants**

19 **Tyler Brandon Davis**

20 37.Defendant Tyler Brandon Davis ("Davis") is an individual residing at 149
21 Parkshore Drive, Folsom, California 95630.

22 38.Davis was designated as a 49% minority member of TopDevz under the May
23 9, 2017 Operating Agreement.

24 39.Davis owns or controls multiple business entities including Porter Consulting,
25 LLC; Mason Building & Design, LLC; Grigio LLC; Humble Provisions LLC;
26 and Riley's Doggie Day Care.

27 40.Davis has engaged in a systematic pattern and practice of using shell
28 companies to commit racketeering activity for the purpose of obtaining and
maintaining control of business enterprises.

41.Davis is the principal organizer and leader of the criminal enterprise alleged

1 herein.

2 **Scott R. Carpenter**

3 42. Defendant Scott R. Carpenter ("Carpenter") is an attorney duly licensed to
4 practice law in California (State Bar No. 144259).

5 43. During the relevant time period, Carpenter practiced with Cummins & White,
6 LLP, located at 2424 S.E. Bristol Street, Suite 300, Newport Beach, California
7 92660.

8 44. Carpenter has represented Davis, TopDevz (without lawful authority), Porter
9 Consulting, and Mason Building & Design in connection with the
10 racketeering activity alleged herein.

11 45. Carpenter actively participated in the criminal enterprise by, inter alia:

- 12 ○ Fraudulently seizing control of TopDevz's Wells Fargo bank account
13 through false representations transmitted via interstate wire facilities;
- 14 ○ Publishing and transmitting forged TopDevz stock certificates via
15 email;
- 16 ○ Filing hundreds of fraudulent pleadings and declarations transmitted
17 via courts' electronic filing systems;
- 18 ○ Assembling and filing Davis's three perjured declarations using
19 Rajae's and TopDevz's identity to commit California Penal Code
20 violations including perjury (§ 118a), conspiracy to cheat and defraud
21 (§ 182(4)), conspiracy to obstruct justice (§ 182(5)), and subornation of
22 perjury (§ 127);
- 23 ○ Threatening Plaintiff Rajae with criminal prosecution and
24 immigration consequences to extort settlement;
- 25 ○ Concealing evidence of underlying criminal activity from courts and
26 arbitrators;
- 27 ○ Recruiting co-conspirator Kirk to join the scheme.

28 46. Carpenter received over \$196,768 in legal fees derived from criminally
derived funds held in TopDevz's fraudulent JPMorgan Chase bank account.

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1 **J. Douglas Kirk**

2 47. Defendant J. Douglas Kirk ("Kirk") is an attorney duly licensed to practice
3 law in California.

4 48. During the relevant time period, Kirk practiced with Kirk & Toberty, located
5 at 2201 Dupont Drive, Suite 820, Irvine, California 92612.

6 49. Kirk falsely represented TopDevz without any lawful authority from
7 November 2022 through at least March 2023, filing numerous fraudulent
8 pleadings, petitions, declarations, and memoranda on behalf of TopDevz via
9 courts' electronic filing systems while knowing that Davis was not and could
never be the lawful manager of TopDevz.

10 50. Kirk forged TopDevz's legal representation by appearing as counsel without
11 authorization, which constitutes forgery under California Penal Code § 470
12 because "a person who signs as the agent of another 'knowing that he has no
13 authority so to do' can be found guilty of forgery even though he signs his own
name."

14 51. Kirk was recruited to participate in the scheme by Carpenter, a close friend
15 from Grace Fellowship Church in Corona del Mar.

16 52. Kirk assembled and filed Davis's perjured declarations, constituting
17 subornation of perjury under California Penal Code § 127.

18 53. Kirk received over \$30,000 in legal fees derived from criminally derived
19 funds held in TopDevz's fraudulent JPMorgan Chase bank account.

20 **Joseph W. Scalia**

21 54. Defendant Joseph W. Scalia ("Scalia") is an attorney duly licensed to practice
22 law in California, operating as a solo practitioner under the name Law Offices
23 of Joseph W. Scalia, APC, located at 3017 Douglas Blvd., Suite 300, PMB
24 30095, Roseville, California 95661.

25 55. Scalia served as "lead counsel" for Davis throughout the arbitration
26 proceedings and related litigation from 2021 through 2023, with over 46 years
27 of legal experience and an AV Preeminent rating.

28 56. Scalia actively participated in the enterprise by:

- o Knowingly submitting over 600 pages of falsified tax returns as

1 evidence in the arbitration;

- 2 ○ Presenting Davis's false testimony knowing it was false;
- 3 ○ Maintaining jurisdictionally defective arbitration proceedings after
- 4 acknowledging in writing that dissolution claims were within the
- 5 "exclusive jurisdiction of the Superior Court";
- 6 ○ Conspiring to falsely move and maintain an action in a prohibited venue
- 7 (California Penal Code § 182(3));
- 8 ○ Representing both Davis individually and TopDevz concurrently
- 9 despite conflicts of interest;
- 10 ○ Transmitting false declarations and memoranda via courts' electronic
- 11 filing systems.

12 57. Scalia received hundreds of thousands of dollars in legal fees derived from

13 criminally derived funds.

14 **Joshua Paul Lintz**

15 58. Defendant Joshua Paul Lintz ("Lintz") is an individual residing in San Diego

16 County, California.

17 59. Lintz was hired by Plaintiff Rajae as Chief Operating Officer of TopDevz in

18 March 2020 at an annual salary of \$200,000.

19 60. In or around January 2022, Lintz joined the criminal conspiracy and falsely

20 held himself out as "CEO" of TopDevz while simultaneously incorporating

21 Talentcrowd, LLC on February 8, 2022 to serve as the vehicle for laundering

22 proceeds of the racketeering activity.

23 61. Lintz actively participated in the enterprise by:

- 24 ○ Ordering and facilitating the mass theft of trade secrets (downloading
- 25 thousands of confidential files);
- 26 ○ Destroying evidence by permanently deleting over 130 TopDevz client
- 27 projects from the Jira project management system;
- 28 ○ Providing false testimony in judicial proceedings;
- Establishing and operating Talentcrowd using stolen TopDevz and
- Mobile Monster assets;

- 1 ○ Transmitting fraudulent communications to clients and contractors via
- 2 interstate wire facilities;
- 3 ○ Continuing to operate Talentcrowd after its acquisition by GBQ
- 4 Partners.

5 62.Lintz received \$722,335.83 in direct payments from TopDevz's fraudulent
6 JPMorgan Chase account, plus ongoing salary and distributions as founder
7 and principal of Talentcrowd, plus compensation from GBQ Partners
8 following the acquisition.

9 63.Lintz expressly admitted under oath: "On February 14, 2022, and with the
10 express authorization of Davis in his capacity as the Manager of TopDevz,
11 organized Talentcrowd."

12 **Amanda Frye**

13 64.Defendant Amanda Frye ("Frye") is an individual residing in California.

14 65.Frye served as Director of Accounts at TopDevz from approximately 2019
15 through January 2022.

16 66.Frye is now the Chief Executive Officer of Talentcrowd, LLC, a position she
17 has retained following GBQ Partners' acquisition of Talentcrowd.

18 67.Frye actively participated in the enterprise by:

- 19 ○ Downloading the entire TopDevz Zoho Recruit recruiting database on
- 20 January 14, 2022, containing proprietary information about thousands
- 21 of contractors;
- 22 ○ Sending confidential TopDevz files to her personal email account
- 23 (Afrye262632@gmail.com);
- 24 ○ Directing contractors via Slack messages and emails to switch from
- 25 TopDevz to the fraudulent topdevz.io domain and subsequently to
- 26 Talentcrowd;
- 27 ○ Using stolen trade secrets to operate Talentcrowd;
- 28 ○ Publicly boasting on March 1, 2023 that Talentcrowd had "logged
- almost 90k hours of service" in its first year (representing \$10-12
- million in revenue generated using stolen assets);

- Continuing to exploit the stolen trade secrets as CEO under GBQ Partners' ownership through December 2025.

Melissa Garcia

68. Defendant Melissa Garcia ("Garcia") is an individual residing in California.

69. Garcia served as Manager of Accounts Payable at TopDevz from approximately 2019 through January 2022.

70. Garcia is now the Chief Administrative Officer of Talentcrowd, LLC, a position she has retained following GBQ Partners' acquisition.

71. Garcia actively participated in the enterprise by:

- Under Davis's direct orders, downloading 3,784 confidential files from TopDevz email accounts (1,868 from accounting@topdevz.com and 1,916 from mgarcia@topdevz.com) between January 6-14, 2022;
- Using the stolen financial and accounting information to generate fraudulent invoices;
- Facilitating the wire fraud campaign by creating false financial documentation;
- Using stolen information to operate Talentcrowd's accounting and billing systems;
- Continuing to exploit stolen assets as CAO under GBQ Partners' ownership through December 2025.

72. Davis testified under oath: "I [Tyler Davis] instructed her [Melissa Garcia] to download as much information as humanly possible at that time."

Micah L. Bailey

73. Defendant Micah L. Bailey ("Bailey") is an attorney duly licensed to practice law in California (State Bar No. 248384).

74. Bailey practices with Purdy & Bailey, LLP, located at 12520 High Bluff Drive, Suite 220, San Diego, California 92130.

75. Bailey has represented Lintz, Garcia, Talentcrowd, and Frye since June 9, 2022.

76. Bailey joined the conspiracy by:

- 1 ○ Filing fraudulent pleadings and declarations via courts' electronic filing
- 2 systems knowing they concealed the criminal origins of Talentcrowd's
- 3 business;
- 4 ○ Making false statements to the court on February 2, 2023 that "there is
- 5 no evidence that any of the specific trade secrets of TopDevz that
- 6 Rajae claims have been transferred to TalentCrowd" despite
- 7 overwhelming evidence to the contrary;
- 8 ○ Continuing to represent the Talentcrowd defendants after being put on
- 9 notice multiple times (October 27, 2023; January 17, 2024; February
- 10 15, 2024) of the underlying criminal activity;
- 11 ○ Representing the Talentcrowd parties in the fraudulent bankruptcy
- 12 settlements.

13 77. Bailey received at least \$4,135 in legal fees from criminally derived funds

14 held in TopDevz's JPMorgan Chase account, plus additional fees from

15 Talentcrowd operations funded by stolen assets.

16 **D. Edward Hays**

17 78. Defendant D. Edward Hays ("Hays") is an attorney duly licensed to practice

18 law in California (State Bar No. 162507).

19 79. Hays practices with Marshack Hays LLP, located at 9454 Wilshire Boulevard,

20 6th Floor, Beverly Hills, California 90212.

21 80. Hays joined the criminal enterprise in or around August 2023-December

22 2023, serving as the architect of the bankruptcy fraud schemes.

23 81. Hays actively participated in the enterprise by:

- 24 ○ Filing false declarations under penalty of perjury in Rajae's
- 25 bankruptcy case stating that Davis is "the managing member of
- 26 TopDevz";
- 27 ○ Filing motions to convert the bankruptcy case from Chapter 11 to
- 28 Chapter 7 based on false representations;
- Orchestrating the fraudulent settlements and sale to Davis;
- Transmitting to bankruptcy counsel the forged "Unanimous Written
- Consent of the Members of TopDevz, LLC";

- Filing false proofs of service and other documents to conceal the fraudulent nature of the proceedings.

82. Hays filed declarations on April 8, 2024 and April 29, 2024 (ECF Nos. 19 and 28) repeatedly stating under penalty of perjury that Davis is "the managing member of TopDevz," knowing this was false.

Siarra Wood

83. Defendant Siarra Wood ("Wood") is an individual residing in Toronto, Ontario, Canada.

84. Wood served as Plaintiff Rajae's personal and executive assistant from April 2016 through February 2022 while employed by Mobile Monster, Inc.

85. Wood conspired with Davis beginning in or around February 2021 to:

- Covertly access Rajae's personal email account (rajae.ashkan@gmail.com) without authorization;
- Monitor and report on Rajae's attorney-client communications;
- Delete material evidence that Rajae needed for his defense in the arbitration;
- Provide Davis with intelligence about Rajae's legal strategy and evidence.

86. Wood's conduct facilitated Defendants' obstruction of justice and destruction of evidence.

C. Entity Defendants

GBQ Partners LLC

87. Defendant GBQ Partners LLC ("GBQ") is a limited liability company organized under the laws of the State of Ohio.

88. GBQ is a professional services firm providing accounting, tax, advisory, and consulting services, with offices in multiple states.

89. Upon information and belief, GBQ's principal place of business is located in Ohio, with operations extending to California through its acquisition of Talentcrowd.

90. In or around February 2025, GBQ acquired Talentcrowd, LLC for undisclosed

1 consideration while the criminal enterprise described herein was ongoing and
2 active, and while Talentcrowd was subject to multiple pending lawsuits
3 alleging trade secret theft, wire fraud, and related misconduct.

4 91.GBQ publicly announced the acquisition through a press release dated on or
5 about January 31, 2025, stating that the transaction would provide GBQ with
6 "access to on-demand talent solutions" and that while separate brand names
7 might be maintained, "the combined firm will operate as one team behind the
8 scenes."

9 92.At the time of acquisition, GBQ had actual or constructive knowledge of:

- 10 ○ Ongoing litigation between Rajaee and Talentcrowd principals (Lintz,
11 Frye, Garcia);
- 12 ○ Multiple pending lawsuits alleging trade secret theft under 18 U.S.C. §
13 1832 and California Uniform Trade Secrets Act;
- 14 ○ Federal court cases alleging wire fraud and identity theft;
- 15 ○ Bankruptcy proceedings involving disputed ownership of TopDevz;
- 16 ○ Public disputes and claims that Talentcrowd was formed using stolen
17 TopDevz assets;
- 18 ○ That Talentcrowd was incorporated on February 8, 2022, just 33 days
19 after a disputed arbitration order;
- 20 ○ That Lintz and Frye were key defendants in multiple civil actions;
- 21 ○ The suspicious circumstances of Talentcrowd generating \$12 million in
22 year-one revenue "without any external funding."

23 93.Any reasonable due diligence conducted by a professional services firm like
24 GBQ prior to an acquisition would have revealed:

- 25 ○ Multiple pending lawsuits naming Talentcrowd and its principals;
- 26 ○ Court dockets showing allegations of trade secret theft and fraud;
- 27 ○ The extremely compressed timeline between TopDevz's January 2022
28 takeover and Talentcrowd's February 2022 formation;
- The identical business model, client base, and workforce between
TopDevz and Talentcrowd;

- 1 ○ The impossibility of legitimately generating \$12 million in revenue in
- 2 year one without external funding or pre-existing assets;
- 3 ○ Red flags indicating Talentcrowd's business was built on disputed
- 4 assets.

5 94.Despite this actual or constructive knowledge, GBQ proceeded with the
6 acquisition and retained the same individuals who orchestrated the alleged
7 theft—Joshua Lintz and Amanda Frye—to continue operating the business,
8 demonstrating:

- 9 ○ Knowledge that Talentcrowd's value was inseparable from Lintz and
- 10 Frye;
- 11 ○ Knowledge that the business depended on the specific assets and
- 12 methodologies developed under their control;
- 13 ○ Intent to continue exploiting the same assets that were the subject of the
- 14 disputes;
- 15 ○ Willingness to assume the risk of liability for the alleged misconduct.

16 95.GBQ's retention of Lintz and Frye in leadership positions (rather than
17 replacing them with GBQ personnel) demonstrates that GBQ acquired
18 Talentcrowd specifically for the stolen database, client relationships, and
19 operational expertise that only Lintz and Frye could provide.

20 96.GBQ operates Talentcrowd as a division or subsidiary, continuing the
21 business under substantially the same structure, using the same stolen trade
22 secrets, serving substantially the same clients, and employing substantially the
23 same contractors.

24 97.GBQ continues to exploit Plaintiffs' stolen trade secrets through
25 Talentcrowd's ongoing operations as of December 2025, constituting
26 continuing violations of 18 U.S.C. § 1832 (theft of trade secrets).

27 98.GBQ's acquisition and continued operation of Talentcrowd constitutes:

- 28 ○ Receipt and possession of stolen property (proceeds of racketeering
- activity);
- Ongoing money laundering under 18 U.S.C. § 1957 (conducting
- monetary transactions in property derived from specified unlawful

1 activity—each transaction over \$10,000 in revenue derived from stolen
2 trade secrets constitutes a separate violation);

- 3 ○ Aiding and abetting ongoing trade secret theft under 18 U.S.C. §
4 1832(a)(5);
- 5 ○ Participation in the continuation and expansion of the criminal
6 enterprise.

7 99.GBQ is liable as a successor to Talentcrowd under federal common law
8 principles of successor liability because:

- 9 ○ The acquisition constituted a de facto merger and continuation of the
10 same business enterprise;
- 11 ○ GBQ expressly stated it would operate "as one team behind the scenes";
- 12 ○ GBQ retained substantially all of Talentcrowd's assets, liabilities,
13 operations, management, and workforce;
- 14 ○ GBQ retained the same principals (Lintz, Frye) who possess and control
15 the stolen trade secrets;
- 16 ○ There was substantial continuity of ownership, management,
17 operations, and assets;
- 18 ○ GBQ had actual or constructive knowledge of Talentcrowd's liabilities
19 and the pending litigation;
- 20 ○ GBQ holds itself out to Talentcrowd's clients and the public as the
21 continuation of the same business;
- 22 ○ Talentcrowd appears to have ceased separate operations, with GBQ
23 operating the business.

24 100. As Talentcrowd's successor, GBQ assumed liability for all of
25 Talentcrowd's RICO violations, trade secret theft, wire fraud, and money
26 laundering activities.

27 101. GBQ benefits daily from the stolen assets and generates substantial
28 revenue—estimated at \$50,000+ per day or \$15-20 million annually—from
Plaintiffs' stolen 2.5 million record database, recruiting methodologies, and
client relationships.

1 **Talencrowd, LLC**

2 102. Defendant Talencrowd, LLC ("Talencrowd") is a Wyoming limited
3 liability company formed on February 8, 2022, with Wyoming Secretary of
4 State filing number 2022-001120163.

5 103. Talencrowd's principal place of business during the relevant time
6 period was located at 125 S Highway 101, Suite 1060, Solana Beach,
7 California 92075.

8 104. Talencrowd was specifically created on February 8, 2022—just 33
9 days after Interim Order No. 4—to serve as the primary vehicle for laundering
10 proceeds of the racketeering activity and receiving stolen TopDevz and
11 Mobile Monster trade secrets, client contracts, and workforce.

12 105. Using stolen assets, Talencrowd generated over \$12 million in revenue
13 in its first year of operation (2022-2023), servicing the exact same clients with
14 the exact same contractors using the exact same proprietary database stolen
15 from Plaintiffs.

16 106. Talencrowd was sold to GBQ Partners LLC in or around February
17 2025 for undisclosed consideration, but continues operations under GBQ's
18 ownership using the stolen assets.

19 107. Talencrowd and its successor GBQ continue to exploit Plaintiffs'
20 stolen trade secrets as of the filing of this complaint in December 2025.

21 **Porter Consulting, LLC**

22 108. Defendant Porter Consulting, LLC ("Porter") is a California limited
23 liability company owned and controlled by Davis.

24 109. Porter's principal place of business is or was located in Paradise,
25 California.

26 110. Porter served as the source of Davis's embezzlement of \$750,000 and
27 the vehicle for Davis's fraudulent \$328,300 PPP loan obtained from the Small
28 Business Administration and Tri Counties Bank.

111. During the relevant time period (2017-2021), Todd Belluomini owned
approximately 10-20% of Porter, and the \$750,000 embezzled by Davis
belonged to the Porter partnership, not to Davis individually.

1 **Mason Building & Design, LLC**

2 112. Defendant Mason Building & Design, LLC ("Mason") is a California
3 limited liability company owned and controlled by Davis.

4 113. Mason served as an intermediary vehicle to launder the \$37,240 in PPP
5 loan proceeds from Porter to TopDevz.

6 114. On November 10, 2020, Davis wrote a check from Mason to TopDevz
7 for \$37,240 labeled "capital call," which was then reimbursed on December
8 3, 2020 by wire transfer of \$37,240 from Porter's PPP loan account to Mason.

8 **TopDevz, LLC (Nominal Defendant)**

9 115. TopDevz, LLC ("TopDevz") is a California manager-managed limited
10 liability company formed on May 9, 2017, with California Secretary of State
11 Entity Number 201713310140.

12 116. TopDevz's principal place of business was located at 7460 Girard
13 Avenue, Suite 7, La Jolla, California 92037.

14 117. TopDevz is named as a nominal defendant because:
15 - It has been unlawfully controlled by Davis and other Defendants through the
16 fraudulent schemes alleged herein;
17 - Its legal status and ownership are directly at issue in this litigation;
18 - Naming TopDevz as nominal defendant avoids threshold standing disputes
19 while allowing this Court to grant comprehensive injunctive and equitable
20 relief affecting TopDevz;
21 - The Court can impose constructive trusts over TopDevz's assets and
22 proceeds, restore control to Rajae, and provide complete relief to Plaintiffs.

23 118. TopDevz is NOT a plaintiff to avoid triggering immediate standing
24 challenges based on Defendants' fraudulently procured orders purporting to
25 designate Davis as "manager."

26 119. Rajae is the lawful Manager and 51% majority owner of TopDevz
27 pursuant to the Operating Agreement, which has never been validly amended
28 or modified.

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1 **IV. PLAINTIFFS' STANDING TO BRING THIS ACTION**

2 **A. Mobile Monster Has Unassailable Standing as Non-Debtor Entity**

3 120. Mobile Monster, Inc. brings this action in its corporate capacity for
4 direct injuries to its business and property.

5 121. Mobile Monster has standing under 18 U.S.C. § 1964(c), which
6 provides that "any person injured in his business or property by reason of a
7 violation of section 1962" may sue for treble damages. "Person" includes all
8 entities capable of holding legal or beneficial interest in property, including
9 domestic and foreign corporations.

10 122. Mobile Monster is a separate Canadian corporation with its own
11 corporate charter, bank accounts, employees, assets, liabilities, and causes of
12 action under Canadian law, completely distinct from Ashkan Rajae
13 personally.

14 123. Mobile Monster suffered direct injuries to its business and property
15 totaling \$8.6 million:

- 16 ○ Loss of commission revenue from TopDevz (2022-2025): TopDevz
17 paid Mobile Monster 7% of gross revenues for lead generation services
18 under a contractual business relationship. On TopDevz's \$20+ million
19 annual revenue run rate, this represented approximately \$1.4 million
20 per year in business income. From January 2022 through December
21 2025 (48 months), Mobile Monster has lost approximately \$5.6 million
22 in contractual commission revenue due to Defendants' destruction of
23 TopDevz's operations and transfer of the business to
24 Talentcrowd/GBQ.
- 25 ○ Loss of business interests and commercial relationships from
26 weaponization of the fraudulent \$3.0 million judgment: A judgment of
27 approximately \$3.0 million was entered against Mobile Monster based
28 on the fraudulent arbitration procured through Defendants' racketeering
activity, including identity theft using Mobile Monster's corporate
name and identification. Defendants weaponized this fraudulent
judgment to:

1. Destroy Mobile Monster's commercial relationships with
TopDevz and potential U.S. clients by creating public record

1 suggesting breach of contract and business obligations;

2 2. Eliminate Mobile Monster's ability to enter into U.S. commercial
3 contracts or expand operations into the United States by making
4 Mobile Monster appear to be a judgment debtor with \$3 million
5 in liabilities;

6 3. Sever Mobile Monster's contractual revenue stream from
7 TopDevz by using the judgment to justify terminating the 7%
8 commission arrangement;

9 4. Prevent Mobile Monster from securing financing or investment
10 for U.S. expansion by destroying its corporate creditworthiness;

11 5. Strip Mobile Monster of its business property interest in the
12 ongoing TopDevz relationship and commission structure;

13 ○ Mobile Monster does not seek recovery for reputational harm or
14 emotional distress;

15 ○ Mobile Monster seeks recovery for lost business interests, destroyed
16 contractual relationships, and eliminated commercial opportunities that
17 resulted because the racketeering defendants procured and weaponized
18 the judgment to accomplish the business takeover and eliminate Mobile
19 Monster's revenue stream;

20 ○ The judgment was a tool in the racketeering scheme—its purpose was
21 to sever Mobile Monster's business relationship with TopDevz and
22 transfer that revenue to Talentcrowd/GBQ;

23 ○ This constitutes \$3.0 million in injury to Mobile Monster's business and
24 property interests.

25 ○ Subtotal: \$8.6 million in direct damages to business and property

26 ○ Trebled under 18 U.S.C. § 1964(c): \$25.8 million

27 124. Mobile Monster's claims were NEVER part of Rajae's bankruptcy
28 estate because:

○ Mobile Monster was not a debtor in the bankruptcy case;

○ Under 11 U.S.C. § 541, only property of the debtor becomes property
of the bankruptcy estate;

- 1 ○ Mobile Monster's corporate assets and causes of action did not become
- 2 estate property;
- 3 ○ The U.S. bankruptcy court had no jurisdiction over Mobile Monster's
- 4 Canadian corporate property;
- 5 ○ What became estate property was Rajae's ownership interest in Mobile
- 6 Monster (his stock as an asset), not Mobile Monster's corporate assets
- 7 or causes of action.

7 125. The bankruptcy Trustee EXPRESSLY PRESERVED Mobile
8 Monster's claims, stating in the settlement agreement dated October 15, 2024:

9 "The Trustee shall dismiss the appeal in Mobile Monster v. Davis, California Court
10 of Appeal, Third Appellate District, Case No. C100954, as to Ashkan Rajae only.
11 The parties agree that the Trustee's dismissal of this appeal as to Ashkan Rajae only
12 shall not constitute a dismissal of any appellate or other rights belonging solely to
13 the non-debtor entity, Mobile Monster, Inc."

13 126. This express language in the settlement agreement confirms:

- 14 ○ Mobile Monster is a "non-debtor entity";
- 15 ○ Mobile Monster's rights are separate from the bankruptcy estate;
- 16 ○ The Trustee's settlements did not release Mobile Monster's claims;
- 17 ○ Mobile Monster retained all of its appellate and litigation rights.

18 127. Mobile Monster's claims were never released by the September 26,
19 2024 and October 15, 2024 bankruptcy settlements because the Trustee had
20 no authority to release claims belonging to a non-debtor entity.

21 128. Mobile Monster's claims were never sold to Davis in the July 30, 2025
22 sale order because they were not property of the bankruptcy estate that could
23 be sold.

24 129. Mobile Monster therefore has complete, unimpaired, unassailable
25 standing to prosecute this RICO action for its direct corporate injuries,
26 regardless of any bankruptcy-related issues affecting Ashkan Rajae.

26 **B. Ashkan Rajae Has Standing for Direct Injuries to His Personal Property**

27 130. Ashkan Rajae brings this action in his individual capacity only, not
28

1 derivatively on behalf of TopDevz or as a representative of TopDevz.

2 131. Rajace has standing under 18 U.S.C. § 1964(c) for direct injuries to his
3 business and property.

4 132. Rajace's 51% ownership interest in TopDevz is his personal property.
5 When Defendants' racketeering activity destroyed TopDevz's value, dissolved
6 its operations, and transferred its business to Talentcrowd, the value of
7 Rajace's ownership interest was directly and substantially diminished.

8 133. Rajace suffered direct injuries to his business and property interests
(distinct from any derivative corporate claims) totaling \$22.8-31.8 million:

9 **a. Loss of 51% ownership interest in TopDevz: \$9-15 million**

- 10 ○ Based on TopDevz's 2021 operations (nearly \$30 million in revenue,
11 \$1.4 million in net profit), the company was valued at approximately
12 \$18-30 million;
- 13 ○ Rajace's 51% ownership interest was therefore worth approximately
14 \$9-15 million;
- 15 ○ This value was reduced to zero or near-zero as a direct result of
16 Defendants' racketeering activity;
- 17 ○ This is injury to Rajace's business property (his 51% membership
interest), not a derivative injury to TopDevz.

18 **b. Loss of salary and employment income: \$2.0-2.5 million**

- 19 ○ Under the Operating Agreement and his employment arrangement with
20 TopDevz, Rajace was entitled to receive \$200,000-\$500,000+ per year
in salary as Manager and CEO;
- 21 ○ Defendants' takeover of TopDevz in January 2022 terminated Rajace's
22 employment and salary;
- 23 ○ From January 2022 through December 2025 (48 months), Rajace has
24 lost approximately \$2.0-2.5 million in employment income;
- 25 ○ This is loss of business income and earning capacity tied directly to the
26 business enterprise.

27 ///

1 **c. Loss of business interests and commercial relationships from weaponization**
2 **of the fraudulent \$9.3 million judgment: \$9.3 million**

- 3 ○ The arbitration award entered May 12, 2023 and confirmed by
4 judgment entered August 15, 2023 was for \$9,373,566.64 against
5 Rajae;
- 6 ○ This judgment was procured through racketeering activity, including
7 wire fraud, identity theft using Rajae's name in connection with
8 California felonies (perjury under Cal. Pen. Code § 118a, conspiracy
9 under Cal. Pen. Code §§ 182(3)-(5)), and tax fraud;
- 10 ○ Defendants weaponized this fraudulent judgment to:
- 11 1. Strip Rajae of business control over TopDevz by using the
12 judgment as "evidence" that Rajae owed Davis millions,
13 justifying Davis's takeover;
 - 14 2. Trigger bankruptcy consequences by forcing Rajae into Chapter
15 11 bankruptcy on February 26, 2024, which was then converted
16 to Chapter 7, resulting in appointment of a Trustee who settled
17 and sold Rajae's business interests for a fraction of their value;
 - 18 3. Destroy ongoing commercial operations by preventing Rajae
19 from resuming management of TopDevz or establishing
20 competing business operations (any new business would be
21 subject to the judgment lien);
 - 22 4. Sever revenue streams and contractual relationships by making
23 Rajae unable to secure financing, attract investors, enter into
24 commercial contracts, or maintain business relationships due to
25 the judgment appearing on credit reports and public records;
 - 26 5. Eliminate Rajae's ability to operate or earn income in a business
27 capacity by destroying his ability to serve as manager, director,
28 or officer of any business entity seeking financing or investors;
 6. Deprive Rajae of legal authorization to operate the business by
destroying his L-1A visa status (which was predicated on his role
as Manager and majority owner of TopDevz), thereby
eliminating his legal right to work in and manage the business in
the United States;

1 7. Destroy Rajae's professional standing and ability to attract
2 clients, investors, and business partners in the technology
3 services industry by creating public record of \$9.3 million
4 judgment suggesting business mismanagement and breach of
fiduciary duties;

- 5 ○ Plaintiff does not seek recovery for reputational harm, emotional
6 distress, or the personal obligation to pay the judgment;
- 7 ○ Plaintiff seeks recovery for lost business interests, lost employment
8 capacity, and destroyed commercial relationships that resulted because
9 the racketeering defendants procured and weaponized the judgment to
accomplish the business takeover;
- 10 ○ The judgment was a tool in the racketeering scheme—its purpose was
11 to strip business control, force bankruptcy, and destroy commercial
12 operations;
- 13 ○ This constitutes \$9.3 million in injury to Rajae's business and property
14 interests.

15 **d. Legal fees and costs incurred to defend business interests: \$2.5-5.0 million**

- 16 ○ Rajae has incurred over \$2.5-5.0 million in legal fees defending his
17 business interests in TopDevz, protecting his ownership rights,
18 challenging the fraudulent takeover, and attempting to uncover and stop
the criminal enterprise's theft of business assets;
- 19 ○ These fees were necessitated by Defendants' direct attacks on Rajae's
20 business property and commercial interests;
- 21 ○ These are business expenses incurred to protect property rights, not
personal injury damages.

22 Subtotal: \$22.8-31.8 million in direct damages to business and property
23 Trebled under 18 U.S.C. § 1964(c): \$68.4-95.4 million.

24 134. These injuries are direct, not derivative. When a shareholder's specific
25 proportional interest in a company is uniquely targeted and injured—as
26 opposed to the shareholder merely suffering the same pro rata injury as all
27 other shareholders—the shareholder has direct standing to sue for injury to
that ownership interest as personal property.

1 135. Here, Defendants specifically and uniquely targeted Rajae's business
2 and property interests by:

- 3 ○ Fraudulently diluting his ownership from 51% to 4.692% through
4 criminally procured arbitration orders, directly injuring his ownership
5 interest as business property;
- 6 ○ Stripping him of his management rights and CEO position, which are
7 business interests personal to him as the designated Manager,
8 eliminating his employment income and business control;
- 9 ○ Terminating his employment and salary, destroying his income-
10 generating capacity tied to the business;
- 11 ○ Destroying his business relationship between TopDevz and Mobile
12 Monster, eliminating commission revenue;
- 13 ○ Procuring a \$9.3 million judgment against him through identity theft
14 and perjury, then weaponizing that judgment to strip business control,
15 force bankruptcy, destroy commercial operations, and eliminate his
16 ability to operate or earn income in a business capacity;
- 17 ○ Destroying his legal authorization to operate the business by
18 eliminating his L-1A visa status (which was legally required for him to
19 manage TopDevz as a foreign national), thereby depriving him of the
20 legal right to work in and manage the business;
- 21 ○ Using his identity (name and identifying information) to commit
22 perjury and fraud in violation of 18 U.S.C. § 1028(a)(7) and California
23 Penal Code §§ 118a, 182 to accomplish the business takeover.

24 136. The bankruptcy Trustee's own attorney acknowledged the distinction
25 between Rajae's personal property interest and TopDevz as an entity, stating
26 on October 28, 2024:

27 "Not trying to split hairs, but just to be completely clear ... TopDevz is not an asset
28 of the estate, your (disputed) membership interest in the company is. There's a
difference."

137. This admission confirms that Rajae's ownership interest in TopDevz
is his personal property, and claims for direct injuries to that personal property
interest belong to Rajae individually.

1 **C. The Bankruptcy Settlements and Sale Do Not Bar These Claims**

2 **Overview of Bankruptcy Proceedings**

3 138. On February 26, 2024, Rajae and his wife filed for Chapter 11
4 bankruptcy (Case No. 24-00617) in the United States Bankruptcy Court for
5 the Southern District of California.

6 139. In his bankruptcy schedules, Rajae disclosed claims against these
7 Defendants valued at approximately \$75 million, including "RICO claims"
8 against the individuals and entities named in this action.

9 140. On May 9, 2024, the bankruptcy court converted the case to Chapter 7
10 based on false oaths filed by Hays, constituting the first post-petition predicate
11 act under 18 U.S.C. §§ 152(2) and 157, and appointed Christopher R. Barclay
12 as Trustee.

13 141. Between September and October 2024, the Trustee entered into
14 settlement agreements with:

- 15 ○ September 26, 2024: Settlement with Talentcrowd, Lintz, Garcia, Frye,
16 Bailey, and Gerber for \$100,000;
- 17 ○ October 15, 2024: Settlement with Davis and TopDevz for \$100,000.

18 142. These settlements constitute the second series of post-petition predicate
19 acts under 18 U.S.C. §§ 152, 157, and 1343.

20 143. Rajae vigorously opposed both settlements, stating in writing to the
21 Trustee on November 17, 2024:

22 "We cannot participate in any acts that we know involve criminal activity and fraud,
23 including what amounts to fraud on the bankruptcy court by attorneys who are
24 officers of the court... we must stand on the principle that fraud and criminal activity
25 should not prevail, no matter how much they are being masked within civil
26 procedures or proceedings."

27 144. The bankruptcy court approved the settlements on December 10, 2024,
28 over Rajae's objection.

145. On April 2, 2025, the Trustee filed a motion to sell to Davis:

- "The estate's right to appeal the State Court judgment" (the \$9.3 million
arbitration confirmation judgment);

- 1 o "The State Court confirmation action";
- 2 o "The estate's interest in TopDevz" (Rajae's disputed membership
- 3 interest);
- 4 o Related litigation rights;
- 5 o Purchase price: \$100,000 (for claims Rajae valued at \$75 million).

6 146. This sale motion constitutes the third series of post-petition predicate
7 acts under 18 U.S.C. §§ 152, 157, and 1343.

8 147. Rajae vigorously opposed the sale, arguing that Davis is not a good
9 faith purchaser and the sale was procured through bankruptcy fraud.

10 148. On July 30, 2025, the bankruptcy court issued an order approving the
11 sale (the "Sale Order").

12 149. The sale purportedly closed on August 14, 2025, with Davis paying an
13 additional \$100,000.

14 150. On October 6, 2025, the California Court of Appeal issued an order
15 STAYING all proceedings in the arbitration appeal "pending completion of
16 Rajae's challenges to the sale order, including the motion for reconsideration
17 and any appeal of the sale order."

18 151. Rajae has filed challenges to the Sale Order in the bankruptcy court,
19 District Court, and California Court of Appeal, which remain pending as of
20 the filing of this complaint.

21 Despite these settlements and sale, Plaintiffs' claims in this action are NOT barred
22 for the following nine independent reasons:

23 **Reason #1: Mobile Monster Is a Non-Debtor Entity Completely Unaffected by
24 Bankruptcy**

25 152. Mobile Monster's claims belong to Mobile Monster as a separate
26 Canadian corporation, not to Rajae's bankruptcy estate.

27 153. Mobile Monster's claims were expressly preserved by the Trustee as
28 belonging to "the non-debtor entity, Mobile Monster, Inc."

 154. Mobile Monster's claims were never released by the settlements
 because the Trustee had no authority to release claims of a non-debtor entity.

1 155. Mobile Monster's claims were never sold to Davis because they were
2 not property of the bankruptcy estate that could be sold.

3 156. Mobile Monster has complete, unimpaired standing to prosecute this
4 entire RICO action, and Mobile Monster's claims alone establish the full
5 pattern of racketeering activity that injured both Plaintiffs.

6 **Reason #2: The Sale Was Itself Part of the RICO Pattern (Post-Petition
7 Bankruptcy Fraud)**

8 157. The sale to Davis was procured through bankruptcy fraud in violation
9 of 18 U.S.C. §§ 152, 157, and 1343, including:

- 10 ○ Filing false declarations under penalty of perjury stating Davis is
11 "manager" of TopDevz (§ 152(2) - false oaths);
- 12 ○ Relying on the fraudulently procured arbitration orders (which were
13 obtained through wire fraud, identity theft, perjury, and tax fraud);
- 14 ○ Concealing from the bankruptcy court that Davis's \$10 million claim
15 was based on embezzlement, PPP fraud, identity theft, and tax fraud (§
16 152(1) - concealment);
- 17 ○ Executing a scheme to defraud the bankruptcy court and creditors by
18 selling valuable claims to the primary defendant for a fraction of their
19 worth (§ 157 - bankruptcy fraud scheme);
- 20 ○ Transmitting the fraudulent sale motion and supporting documents via
21 the court's electronic filing system (§ 1343 - wire fraud);
- 22 ○ Receiving \$100,000 from Davis in criminally derived funds (§ 1957 -
23 money laundering).

24 158. The sale constitutes additional post-petition predicate acts that are part
25 of the ongoing pattern of racketeering activity alleged in this complaint.

26 159. Davis cannot be a good faith purchaser when:

- 27 ○ He is the primary defendant in the very claims he is purchasing;
- 28 ○ He is buying the claims specifically to bury them and conceal his own
criminal conduct;
- The express purpose is to prevent prosecution of racketeering activity;

- 1 ○ He paid \$100,000 for claims worth tens of millions of dollars;
- 2 ○ He immediately moved to dismiss the arbitration appeal after
- 3 purchasing it, confirming his motive was concealment.

4 160. A sale procured through bankruptcy fraud (18 U.S.C. §§ 152, 157) is
5 void ab initio under federal law and cannot serve as a defense to RICO claims.

6 161. Federal RICO policy prohibits allowing racketeers to purchase claims
7 against themselves to conceal criminal conduct, as this would undermine the
8 remedial purposes of the RICO statute.

8 **Reason #3: The Sale Is Under Active Challenge and Not Final**

9 162. The Sale Order is currently under challenge through motion for
10 reconsideration in the bankruptcy court, appeal to the United States District
11 Court, and challenges in the California Court of Appeal.

12 163. The California Court of Appeal issued a stay order on October 6, 2025,
13 demonstrating that the validity of the sale is in serious question and all related
14 proceedings are stayed pending resolution.

15 164. Until these challenges are resolved, the sale is not final and cannot serve
16 as basis to dismiss this action.

17 165. If the Sale Order is vacated or set aside (as it should be because it was
18 procured through bankruptcy fraud), all purported rights would revert to the
19 bankruptcy estate or to Rajae individually.

19 **Reason #4: Rajae's Direct Injury Claims Were Not Estate Property Subject to
20 Sale**

21 166. Under 11 U.S.C. § 541(a), property of the bankruptcy estate includes
22 "all legal or equitable interests of the debtor in property as of the
23 commencement of the case."

24 167. What became estate property when Rajae filed bankruptcy on
25 February 26, 2024:

- 25 ○ Rajae's membership interest in TopDevz (his 51% ownership as an
26 asset);
- 27 ○ Rajae's membership interest in Mobile Monster (his 100% ownership
28 as an asset);

- 1 ○ Rajae's real property;
- 2 ○ Pre-petition causes of action that existed as of February 26, 2024 and
- 3 belonged to the estate.

4 168. What did NOT become estate property:

- 5 ○ TopDevz itself (as the Trustee's attorney admitted: "TopDevz is not an
- 6 asset of the estate");
- 7 ○ Mobile Monster's corporate assets and claims (separate Canadian
- 8 entity);
- 9 ○ Rajae's personal right to salary compensation;
- 10 ○ Rajae's personal reputation and credit;
- 11 ○ Rajae's personal immigration status;
- 12 ○ Rajae's right to sue for direct injuries to his personal property;
- 13 ○ Post-petition causes of action for predicate acts occurring after
- 14 February 26, 2024.

15 169. Critical distinction: There is a fundamental difference between:

- 16 ○ (A) The asset itself (Rajae's 51% membership interest in TopDevz);
- 17 and
- 18 ○ (B) Claims for injury to that asset (Rajae's right to sue for destruction
- 19 of the value of his membership interest).

20 170. The asset (51% membership interest) became estate property under §

21 541(a)(1).

22 171. BUT claims for direct injury to that asset belong to Rajae individually

23 when the injury is unique to Rajae and not merely a pro rata injury shared by

24 all members.

25 172. The July 30, 2025 Sale Order purported to transfer to Davis:

- 26 ○ "The estate's right to appeal the State Court judgment";
- 27 ○ "The State Court confirmation action";
- 28 ○ "The estate's interest in TopDevz" (meaning the membership interest
- asset itself).

1 173. Critical distinction: The sale transferred "the estate's interest in
2 TopDevz" (the membership interest as property), NOT "all of Rajae's claims
3 against Davis."

4 174. The sale order made no mention of:

- 5 ○ RICO claims;
- 6 ○ Trade secret claims;
- 7 ○ Claims for salary;
- 8 ○ Claims for personal injuries;
- 9 ○ Claims against attorney Defendants, Talentcrowd parties, or GBQ
10 Partners;
- 11 ○ Claims for ongoing predicate acts;
- 12 ○ Claims for post-petition predicate acts occurring after February 26,
13 2024.

14 175. What was NOT and could NOT be sold because these are not property
15 of the bankruptcy estate:

16 **a. Rajae's Personal Compensation Claims:**

- 17 ○ Rajae's right to \$200,000-\$500,000 per year salary from TopDevz
18 (2022-2025);
- 19 ○ This is personal compensation owed to Rajae individually, like unpaid
20 wages;
- 21 ○ Personal wage/salary claims belong to the individual, not the estate;
- 22 ○ Total: \$2.0-2.5 million.

23 **b. Rajae's Personal Reputation and Credit:**

- 24 ○ Claims for injury from destruction of personal reputation;
- 25 ○ Claims for harm to personal creditworthiness from the \$9.3M
26 judgment;
- 27 ○ These are classic personal injury claims that belong to the individual;
- 28 ○ Personal injury claims do not become estate property.

1 **c. Rajae's Immigration Status:**

- 2 ○ Rajae's L-1A visa was his personal right tied to his personal role;
- 3 ○ Loss of immigration status is a personal injury;
- 4 ○ Cannot be transferred or sold;
- 5 ○ Personal immigration rights are not estate property.

6 **d. Rajae's Personally Incurred Legal Fees:**

- 7 ○ The \$2.5-5.0 million in legal fees were personally incurred by Rajae;
- 8 ○ These are personal expenses paid or owed by Rajae individually;
- 9 ○ Claims for reimbursement of personal expenses belong to the person
- 10 who incurred them.

11 **e. Constitutional Rights Claims:**

- 12 ○ Due process violations;
- 13 ○ Equal protection violations;
- 14 ○ Constitutional rights belong to individuals, not bankruptcy estates;
- 15 ○ Cannot be sold or transferred.

16 **f. Post-Petition Predicate Act Claims:**

- 17 ○ All predicate acts occurring after February 26, 2024 (Rajae's
- 18 bankruptcy filing date);
- 19 ○ Including conversion order (May 9, 2024), settlement schemes (Sept-
- 20 Dec 2024), sale scheme (April-Aug 2025), and GBQ's exploitation
- 21 (Feb-Dec 2025);
- 22 ○ Post-petition causes of action did not exist on the petition date and
- 23 therefore never became estate property under § 541(a)(1);
- 24 ○ Under bankruptcy law, causes of action arising after the petition date
- 25 belong to the debtor individually, not to the estate;
- 26 ○ These couldn't have been sold because they weren't estate property;
- 27 ○ Estimated 580+ post-petition predicate acts from February 26, 2024-
- 28 December 2025;

- These post-petition acts alone provide complete, independent basis for this RICO action unaffected by any bankruptcy arguments.

g. Claims Against Parties Not Involved in Sale:

- The sale was between Trustee and Davis;
- It didn't purport to release claims against Carpenter, Kirk, Scalia, Lintz, Frye, Garcia, Bailey, Hays, Wood, GBQ Partners, or other Defendants;
- These parties didn't pay anything for releases;
- Claims against non-purchasing Defendants were not sold.

176. Legal principle: A trustee can only sell what the estate owns. The estate owned Rajacee's membership interest (the asset). The estate did NOT own Rajacee's personal injury claims for salary, reputation, immigration status, legal fees, constitutional rights, or post-petition causes of action for predicate acts occurring after the bankruptcy filing.

177. These personal injury claims and post-petition claims belong to Rajacee individually under well-established bankruptcy law principles, and they were not and could not be sold to Davis.

Reason #5: Post-Petition Predicate Acts Create Independent Claims

178. Substantial racketeering activity occurred AFTER Rajacee's February 26, 2024 bankruptcy filing, providing completely independent basis for this action:

Post-Petition Bankruptcy Fraud (Feb 26, 2024-August 2025):

- May 9, 2024: Conversion order procured through Hays's false oaths (§§ 152(2), 157)—FIRST POST-PETITION PREDICATE ACT;
- April-October 2024: False oaths in bankruptcy court (§ 152(2));
- October 14, 2024: Filing forged unanimous consent (§ 152(4));
- 2024: Davis's false \$10 million claim (§ 152(4));
- December 10, 2024: Settlement approvals based on fraud (§§ 152, 157)—SECOND POST-PETITION PREDICATE ACT;
- December 13, 2024: Davis pays \$100,000 (§ 1957);

- 1 ○ April-August 2025: Fraudulent sale scheme (§§ 152, 157, 1343,
2 1957)—THIRD POST-PETITION PREDICATE ACT;
- 3 ○ August 14, 2025: Davis pays \$100,000 (§ 1957);
- 4 ○ Total: 30+ post-petition bankruptcy fraud predicate acts.

5 **Post-Petition Trade Secret Theft (Feb 26, 2024-December 2025):**

- 6 ○ February 26, 2024-February 2025: Talentcrowd's continued
7 exploitation (365 days of post-petition violations);
- 8 ○ February 2025-December 2025: GBQ Partners' acquisition and
9 continued exploitation (300+ days of post-petition violations);
- 10 ○ Each day of continued unauthorized use = continuing post-petition
11 violation of § 1832;
- 12 ○ Total: 300+ post-petition trade secret theft predicate acts, primarily by
13 GBQ.

13 **Post-Petition Money Laundering (Dec 2024-December 2025):**

- 14 ○ December 13, 2024: Davis paid \$100,000 to Trustee (post-petition §
15 1957);
- 16 ○ March 2025: Davis paid \$100,000 to purchase (post-petition § 1957);
- 17 ○ February-December 2025: GBQ's approximately 200 transactions over
18 \$10,000 in property derived from trade secret theft (each = separate
19 post-petition § 1957 violation);
- 20 ○ Total: 200+ post-petition money laundering predicate acts, primarily by
21 GBQ.

21 **Post-Petition Wire Fraud (April 2024-December 2025):**

- 22 ○ April 2024-December 2025: Fraudulent bankruptcy court filings
23 transmitted via electronic filing system (§ 1343);
- 24 ○ Total: 50+ post-petition wire fraud predicate acts.

25 179. These 580+ post-petition predicate acts were not and could not have
26 been sold to Davis because:

- 27 ○ They had not occurred when the sale closed on August 14, 2025;

- 1 ○ Post-petition causes of action don't become estate property under §
- 2 541(a)(1)—they belong to the debtor individually;
- 3 ○ Many occurred after the sale (GBQ's exploitation from August 14,
- 4 2025-December 2025 alone = 138 days = 138+ post-petition trade
- 5 secret violations plus 80+ post-petition money laundering violations);
- 6 ○ Federal bankruptcy law is clear: causes of action arising after the
- 7 petition date are not property of the estate.

8 180. Under the continuing violations doctrine, Plaintiffs have standing to sue
 9 for injuries from post-petition predicate acts that are part of the ongoing
 10 pattern of racketeering activity.

11 181. The threat of continued racketeering activity establishes open-ended
 12 continuity, as Defendants' business model (GBQ's Talentcrowd operations)
 13 requires ongoing commission of predicate acts, particularly trade secret
 14 violations and money laundering.

15 182. GBQ's post-petition predicate acts alone (500+ violations from
 16 February 2025-December 2025) would satisfy the RICO pattern requirement
 17 even if all pre-petition and early post-petition acts were somehow barred
 18 (which they are not).

19 **Reason #6: The Settlements Excluded Claims Related to Arbitration**
 20 **Confirmation Appeals**

21 183. The settlement agreement explicitly states:

22 "Notwithstanding anything to the contrary in this Agreement, (a) the Trustee is not
 23 dismissing, and the releases provided by the Trustee below shall not affect, the
 24 Trustee's and/or the bankruptcy estate's rights, claims, and/or defenses in the
 25 Arbitration Confirmation Appeal and any proceedings on remand"

26 184. The RICO claims are inextricably intertwined with the arbitration
 27 confirmation appeals because the RICO complaint alleges the arbitrations
 28 were procured through wire fraud, identity theft, perjury, and tax fraud, and
 these claims attack the legitimacy and validity of the arbitration orders and
 confirmation judgments.

 185. Both Plaintiffs are currently prosecuting appeals of the arbitration
 confirmation judgments, which remain stayed by the California Court of

1 Appeal.

2 **Reason #7: The Settlements Released Only Pre-Settlement Claims**

3 186. The settlement releases cover claims "arising out of or related to any
4 matter whatsoever from the beginning of time to the date of this Agreement."

5 187. The settlement dates were September 26, 2024 and October 15, 2024.

6 188. Significant racketeering activity occurred AFTER these settlement
7 dates:

- 8 o December 13, 2024: Davis paid \$100,000 from criminally derived
9 funds (§ 1957);
- 10 o February 2025: GBQ acquired Talentcrowd and began post-petition
11 exploitation (§§ 1832, 1957);
- 12 o March 2025: Davis paid additional \$100,000 (§ 1957);
- 13 o April-August 2025: The fraudulent sale scheme (§§ 152, 157);
- 14 o February-December 2025: GBQ's ongoing post-petition exploitation
15 generating \$12-16 million (§§ 1832, 1957);
- 16 o Through December 2025: Ongoing trade secret exploitation, wire
17 fraud, and money laundering.

18 189. The Trustee could not have released claims based on predicate acts that
19 had not yet occurred when the settlements were signed, including all of GBQ
20 Partners' conduct.

21 **Reason #8: The Estate Is Not Currently Surplus Only Because of Davis's
22 Fraudulent Claims**

23 190. The bankruptcy estate is not currently a surplus estate, but this non-
24 surplus status is itself evidence of the harm caused by Defendants' RICO
25 enterprise.

26 191. As of January 31, 2025, the bankruptcy estate held \$904,147.52 (gross
27 receipts: \$6,656,944.10; disbursements: \$5,752,796.58).

28 192. The Trustee stated he is not proposing distribution because "priority tax
claims that are (mostly) unliquidated" remain unpaid.

193. However, the estate is insolvent ONLY because of Davis's fraudulent

1 \$10 million claim, which is by far the largest claim against the estate.

2 194. If Davis's fraudulent \$10 million claim were eliminated (which would
3 occur when this Court finds the claim was procured through racketeering), the
4 estate would become a substantial surplus estate:

- 5 ○ Total scheduled assets: Over \$90 million (including \$75 million in
6 RICO claims, \$11.3 million in real estate);
- 7 ○ Total legitimate creditor claims (excluding Davis): Approximately \$10
8 million;
- 9 ○ Surplus to Rajae if Davis's false claim eliminated: \$80+ million.

10 195. The fact that Davis's fraudulent claim prevents surplus demonstrates
11 RICO harm:

- 12 ○ The \$10 million false claim was procured through racketeering;
- 13 ○ It prevents legitimate creditors from being paid in full;
- 14 ○ It creates false appearance of insolvency;
- 15 ○ This fraudulent insolvency was exploited to justify settling \$75 million
16 in claims for \$200,000;
- 17 ○ The bankruptcy fraud scheme used Davis's false claim to create
18 artificial insolvency.

19 196. The bankruptcy court itself recognized the claims were worth far more:

20 "They argue there is a surplus because the claims being settled are worth \$75 million
21 (ECF No. 141). On the present record, that is highly doubtful: the claims are being
22 resolved for very much less than Debtors accord them."

23 197. Therefore, Rajae has both:

- 24 ○ Current standing: To sue for direct personal injuries regardless of
25 surplus status;
- 26 ○ Potential standing: If RICO succeeds, Davis's claim is eliminated,
27 estate becomes surplus, and Rajae has pecuniary interest.

28 **Reason #9: The Releases Were "By the Estate" Not "By Plaintiffs"**

198. The settlement releases state: "Release by the Trustee. Except for the

1 rights, duties, and obligations created or expressly preserved by this
2 Agreement, the Trustee, on behalf of the Debtors' bankruptcy estate... hereby
3 releases..."

4 199. The releases were BY THE ESTATE, not by Rajae individually or by
5 Mobile Monster.

6 200. The reciprocal releases released "the Trustee, all property of the
7 Debtors' bankruptcy estate... but not the Debtors."

8 201. The releases did NOT release:

- 9 ○ Rajae individually from bringing his own direct claims for injuries to
10 his personal property;
- 11 ○ Mobile Monster from bringing its claims as a non-debtor entity;
- 12 ○ Claims for post-petition predicate acts.

13 **D. Conclusion on Standing**

14 202. Both Plaintiffs have clear, unassailable standing to bring this RICO
15 action:

- 16 ○ Mobile Monster: Complete standing as non-debtor entity whose claims
17 were never part of the bankruptcy estate, never released, and never sold
18 (\$8.6 million damages; \$25.8 million trebled);
- 19 ○ Rajae: Direct standing for personal injuries, with nine independent
20 arguments why the bankruptcy settlements and sale do not bar his
21 claims (\$22.8-31.8 million damages; \$68.4-95.4 million trebled), plus
22 unassailable standing for over 580 post-petition predicate acts that
23 never became estate property.

24 203. Combined Plaintiff damages: \$31.4-40.4 million in compensatory
25 damages; \$94.2-121.2 million trebled under 18 U.S.C. § 1964(c).

26 204. These claims do NOT require authorization from the bankruptcy
27 Trustee or court because they are not estate property.

28 205. TO BE ABSOLUTELY CLEAR: This complaint is brought primarily
on Mobile Monster's unassailable standing, with Rajae's claims providing
additional damages and reinforcement of the pattern. Even if every one of
Rajae's pre-petition claims were dismissed on standing grounds (which they

1 should not be), this complaint survives in its entirety based on:

- 2 ○ (1) Mobile Monster's claims (non-debtor entity, \$8.6M damages trebled
- 3 to \$25.8M); and
- 4 ○ (2) Rajae's post-petition claims (580+ post-petition predicate acts that
- 5 never became estate property, causing continuing injury).

6 **V. FACTUAL BACKGROUND**

7 **A. Formation of TopDevz and The Operating Agreement (May 2017)**

8 206. In May 2017, Plaintiff Rajae and Defendant Davis formed TopDevz
9 as a California limited liability company to engage in software development
10 and IT staffing services.

11 207. Pursuant to the TopDevz Operating Agreement executed May 9, 2017
12 ("Operating Agreement"):

- 13 ○ Rajae was designated as the Manager and CEO with 51% ownership
14 interest;
- 15 ○ Davis held 49% ownership interest;
- 16 ○ The company was structured as "manager-managed," meaning only the
17 Manager has authority to conduct the company's affairs and bind the
18 company.

19 208. Under California Corporations Code § 17704.07 and the Operating
20 Agreement:

- 21 ○ Only the Manager (Rajae) has authority to act on behalf of TopDevz;
- 22 ○ No member acting solely as a member (including Davis) has any
23 authority to bind TopDevz;
- 24 ○ The Manager can only be removed "by a Vote of all other Members";
- 25 ○ Each new Manager must be "appointed by a Majority of Members."

26 209. The Operating Agreement explicitly requires that its terms can only be
27 modified or amended "by a written instrument executed by all of the parties."
28 No such amendment has ever been executed.

209. Rajae's 51% majority ownership was a legal requirement for his L-1A
intracompany transferee visa, which allowed him to expand Mobile Monster's

1 operations from Canada into the United States.

2 211. On May 9, 2017, the U.S. Department of Homeland Security approved
3 Rajae's L-1A visa petition, which was premised on:

- 4 ○ Rajae being the "sole managing member" of TopDevz;
- 5 ○ Mobile Monster (the foreign parent) having "51% ownership in
6 TopDevz";
- 7 ○ Rajae's role overseeing "the start-up of TopDevz, LLC" and being
8 "responsible for the financial performance of the expansion."

9 212. The L-1A visa approval was conditioned on Rajae maintaining his
10 majority ownership and managerial control of TopDevz.

11 213. Under Rajae's leadership, TopDevz achieved remarkable success:

- 12 ○ Grew from \$0 in revenue (2017) to nearly \$30 million in cumulative
13 earned revenue by year-end 2021;
- 14 ○ Secured contracts with major corporations including HBO, DriveTime
15 Automotive Group (nearly \$2 billion in annual revenue), Procore
16 Technologies, Becton Dickinson and Company (Fortune 500), Medical
17 Staffing Solutions, Intellicheck, Mode Transportation, PriceSpider,
18 Sandhills Global, Children's Health, and others;
- 19 ○ Generated \$1.4 million in net profit in 2021 alone;
- 20 ○ Maintained a workforce of 40-60 software developers serving clients
21 across the United States and Canada.

22 **B. Davis's Initial Wire Fraud: The \$750,000 Embezzlement Scheme (2017)**

23 **The False Promise**

24 214. To induce Rajae to form TopDevz and relocate his family from
25 Toronto, Canada to San Diego, California, Davis fraudulently promised via
26 telephone and email communications (interstate wire facilities) to personally
27 invest \$750,000 as capital contribution to TopDevz in exchange for his 49%
28 ownership interest.

215. Davis's promise was false from the outset. Davis had no financial
capacity to personally invest \$750,000:

- 1 ○ Davis's personal federal income tax returns for 2015 showed minimal
- 2 taxable income;
- 3 ○ Davis's personal federal income tax returns for 2016 (filed November
- 4 22, 2017) showed he was not financially capable of a \$750,000 personal
- 5 investment;
- 6 ○ Davis had multiple federal tax liens totaling hundreds of thousands of
- 7 dollars;
- 8 ○ Davis had no legitimate source for \$750,000 in personal funds.

9 216. Davis's fraudulent promise constituted wire fraud under 18 U.S.C. §
10 1343 because it involved transmission of materially false representations via
11 interstate wire facilities (telephone and email communications between
12 California and Canada) with intent to defraud Rajae, causing him to relocate
13 and form the company.

14 **The Embezzlement from Porter Consulting**

15 217. In reality, Davis embezzled the entire \$750,000 from Porter Consulting,
16 LLC, a California partnership in which Todd Belluomini owned 10-20%
17 membership interest.

18 218. Porter's bank statements from Tri Counties Bank show three separate
19 wire transfers totaling \$750,000:

- 20 ○ May 3, 2017: \$250,000 wire transfer from Porter account ending in
- 21 6284 to Mobile Monster or TopDevz;
- 22 ○ May 24, 2017: \$250,000 wire transfer from Porter account ending in
- 23 6284 to Mobile Monster or TopDevz;
- 24 ○ November 22, 2017: \$250,000 wire transfer from Porter account ending
- 25 in 6284 to Mobile Monster or TopDevz.

26 219. All three wire transfers originated from Porter's business bank account
27 at Tri Counties Bank (an FDIC-insured financial institution), not from any
28 personal account of Davis.

 220. When Porter's primary operating account lacked sufficient funds for the
 May 24, 2017 transfer, Davis transferred approximately \$200,000 from
 Porter's line of credit account (ending in 3860) into the operating account, then

1 immediately wired out \$250,000, further evidencing the embezzlement
2 scheme.

3 221. Davis never disclosed to Belluomini or other Porter partners that he was
4 taking \$750,000 from the partnership to invest in his personal venture
5 (TopDevz).

6 222. Todd Belluomini executed a sworn declaration on July 31, 2024,
7 stating:

8 "I, Todd Belluomini, was a member-owner of Porter Consulting, LLC, from 2017 to
9 2021, holding a 10% to 20% ownership interest during that period."

10 "I was not aware until after the San Diego Judgment on August 15, 2023, that Tyler
11 Davis had used Porter Consulting, LLC monies to invest into TopDevz, LLC."

12 "Had I been consulted, I did not, and would not, have authorized the
13 misappropriation of Porter's partnership funds for a \$750,000 personal investment
14 in TopDevz by Tyler Davis."

15 "The \$750,000 did not belong to Tyler Davis; it belonged to Porter, and Tyler took
16 it by abusing his position and access, while concealing the transactions from me."

17 223. Documentary evidence corroborates Belluomini's ownership:

- 18 ○ California Secretary of State records filed by Davis on September 27,
19 2017 show Todd Belluomini as a member of Porter Consulting, LLC;
- 20 ○ Porter's membership certificates signed by Davis himself certify that
21 Todd Belluomini "is the registered holder of 10% Membership
22 Interest(s)" of Porter Consulting, LLC as of November 27, 2017;
- 23 ○ Porter's signed operating agreement dated August 26, 2018 shows
24 multiple members, including Belluomini at 20% ownership.

25 224. Each of the three wire transfers violated 18 U.S.C. § 1343 (wire fraud)
26 because Davis used interstate wire facilities (the banking system) to transmit
27 embezzled partnership funds while making false representations about the
28 source being his "personal investment."

225. Reliance and Damages: In reliance on Davis's false promise of personal
investment, Rajae:

- Relocated his family from Canada to the United States;

- 1 ○ Applied for and obtained L-1A visa status;
- 2 ○ Signed the Operating Agreement giving Davis 49% ownership;
- 3 ○ Invested substantial time, expertise, and resources into growing
- 4 TopDevz;
- 5 ○ Foregone other business opportunities.

6 **C. Davis's Tax Fraud and Identity Theft Scheme (2017-2020)**

7 226. To conceal the embezzlement and evade federal and state taxation on
8 the \$750,000 distribution, Davis engaged in systematic tax fraud using
9 Plaintiff Rajace's personally identifiable information in violation of 18 U.S.C.
10 §§ 1028, 1028A (identity theft) and 26 U.S.C. §§ 7201, 7206 (tax evasion and
11 filing false returns).

11 **Porter's 2017 Fraudulent Tax Return**

12 227. Davis fraudulently filed Porter's 2017 federal income tax return using
13 "Schedule C" (a form designated for sole proprietorships) rather than Form
14 1065 (partnership tax return), in order to:

- 15 ○ Conceal the \$750,000 distribution to Davis;
- 16 ○ Avoid issuing Schedule K-1 forms to Belluomini and other Porter
17 partners showing their distributive shares;
- 18 ○ Evade taxation on the \$750,000 by treating it as a partnership "capital
19 contribution" to TopDevz rather than as taxable income.

20 228. This fraudulent tax return violated 26 U.S.C. § 7206 (willfully filing
21 false return under penalty of perjury).

21 **TopDevz's 2017 Fraudulent Tax Return**

22 229. Davis caused TopDevz's 2017 federal partnership tax return (Form
23 1065) to be filed with material false statements, specifically:

- 24 ○ Davis's Schedule K-1 (Part II, Section L) falsely showed "Capital
25 contributed during the year" of \$750,000, representing it as Davis's
26 personal contribution;
- 27 ○ The return falsely inflated Davis's capital account balance to create the
28 false appearance of majority ownership;

- The return was filed under penalty of perjury containing materially false information.

230. This fraudulent tax filing required the unlawful use of Rajae's Social Security number, tax account identification number, and other personally identifiable information as a co-member of TopDevz, in violation of 18 U.S.C. § 1028 (fraud in connection with identification documents).

231. Because the identity theft was committed "during and in relation to" the tax fraud felony (26 U.S.C. § 7206) and the wire fraud felony (18 U.S.C. § 1343), it also violated 18 U.S.C. § 1028A (aggravated identity theft).

232. Davis engaged the accounting firm Lavine, Lofgren, Morris & Engelberg, LLP to prepare TopDevz's fraudulent 2017 tax return.

Continuation of Tax Fraud Scheme (2018-2020)

233. Davis repeated this pattern of identity theft and tax fraud in TopDevz's 2018, 2019, and 2020 federal partnership tax returns, using Rajae's personally identifiable information to generate false Schedule K-1 forms showing:

- False capital contributions attributed to Davis;
- Manipulated capital account balances;
- False ownership percentages;
- False allocations of profit and loss.

234. The fraudulent tax returns were specifically designed to manipulate the capital account balances which, under the Operating Agreement's Section 4.12, control voting rights, profit allocations, and ownership percentages.

235. Each fraudulent tax return filed constituted separate violations of:

- 18 U.S.C. § 1028 (identity theft);
- 18 U.S.C. § 1028A (aggravated identity theft);
- 26 U.S.C. § 7206 (filing false returns under penalty of perjury);
- 26 U.S.C. § 7201 (tax evasion).

236. Davis's tax fraud enabled him to:

- 1 ○ Evade hundreds of thousands of dollars in federal and state income
- 2 taxes;
- 3 ○ Create false documentary "evidence" of his purported capital
- 4 contributions;
- 5 ○ Fraudulently claim majority ownership of TopDevz;
- 6 ○ Present the falsified returns to the arbitrator as "proof" of his
- 7 investment.

8 **D. The PPP Loan Fraud and Additional \$37,240 Wire Fraud/Bank Fraud**
9 **Scheme (2020)**

10 **The PPP Loan Fraud**

11 237. In approximately April 2020, Davis fraudulently obtained a \$328,300
12 Paycheck Protection Program loan for Porter Consulting from the Small
13 Business Administration and Tri Counties Bank (an FDIC-insured financial
14 institution), SBA Loan No. 5058697106.

15 238. On April 19, 2020, Davis signed a PPP loan application under penalty
16 of perjury that contained material false statements and omissions:

- 17 ○ Concealed the existence of Belluomini and other Porter partners who
- 18 collectively owned approximately 40% of Porter;
- 19 ○ Falsely represented himself as sole owner of Porter;
- 20 ○ Concealed multiple federal tax liens totaling hundreds of thousands of
- 21 dollars against Davis personally;
- 22 ○ Concealed his intention to misuse loan proceeds for personal
- 23 investment in TopDevz rather than Porter's payroll;
- 24 ○ Falsely certified: "I further certify that the information provided in this
- 25 application and the information provided in all supporting documents
- 26 and forms is true and accurate in all material respects."

27 239. The SBA regulations require all owners of 20% or more to be disclosed
28 on PPP loan applications. Davis's intentional concealment of Belluomini's
29 20% ownership was material fraud.

30 240. This scheme violated:

- 1 ○ 18 U.S.C. § 1344 (bank fraud against FDIC-insured Tri Counties
- 2 Bank);
- 3 ○ 15 U.S.C. § 645 (false statements to the SBA).

4 241. Davis fraudulently obtained \$328,300 in PPP funds, which were

5 deposited into a dedicated PPP loan account at Tri Counties Bank in Porter's

6 name, account ending in 8768.

7 **The \$37,240 Money Laundering Scheme**

8 242. On November 10, 2020, Davis wrote a check for \$37,240 from Mason

9 Building & Design, LLC to TopDevz, labeled "capital call," falsely

10 representing it as Davis's personal investment to cover his 49% share of a

11 \$76,000 capital call.

12 243. Days later, on December 3, 2020, Davis used interstate wire facilities

13 to transfer \$37,240 from Porter's PPP loan account (ending in 8768) to Mason

14 Building & Design, thereby using Porter's PPP funds to cover the check he

15 had written to TopDevz.

16 244. This wire transfer violated:

- 17 ○ 18 U.S.C. § 1343 (wire fraud - using interstate wire facilities to execute
- 18 scheme);
- 19 ○ 18 U.S.C. § 1956 (promotional money laundering - using criminally
- 20 derived proceeds to promote unlawful activity);
- 21 ○ 18 U.S.C. § 1957 (transactional money laundering - monetary
- 22 transaction over \$10,000 in criminally derived property through
- 23 financial institution).

24 245. Davis then caused TopDevz's 2020 federal partnership tax return to

25 credit him with a personal capital contribution of \$37,240, appearing on his

26 2020 Schedule K-1 under "Section L ... Capital contributed during the year."

27 246. This tax filing violated:

- 28 ○ 18 U.S.C. § 1028 (using Rajae's tax identification information);
- 18 U.S.C. § 1028A (aggravated identity theft in connection with tax
- fraud);

- o 26 U.S.C. § 7206 (filing false return under penalty of perjury).

247. Todd Belluomini's declaration states:

"In 2020, Tyler Davis obtained a PPP loan (Loan # 5058697106) without my knowledge, and I had no idea he used \$37,240 of the PPP loan to Porter to personally invest in TopDevz."

"I had no idea at the time that Tyler re-paid Mason back with funds from Porter's PPP-Loan."

248. The total fraudulent capital contributions falsely attributed to Davis (\$787,240) formed the foundation for his subsequent claims of majority ownership and control of TopDevz presented in arbitration.

E. Davis's Systematic False Testimony in Arbitration (2021-2022)

Initiation of Arbitration

249. In February 2021, following Rajae's discovery of financial misconduct, Davis filed a dissolution petition against Rajae and TopDevz in Sacramento Superior Court (Case No. 34-2020-00283046-CU-BT-GDS).

250. Pursuant to the Operating Agreement's arbitration clause (Section 13.1), Rajae initiated arbitration with the American Arbitration Association (AAA Case No. 01-21-0001-9983).

251. Davis, through attorneys Carpenter and Scalia, filed a counterclaim in arbitration seeking dissolution of TopDevz under California Corporations Code § 17707.03.

Attorney Defendants' Knowledge of Jurisdictional Defect

252. On February 5, 2021, Carpenter sent an email to Scalia and Davis (copied counsel for Rajae) stating:

"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."

253. Despite this written acknowledgment that dissolution claims under § 17707.03 cannot be arbitrated, Davis and his attorneys maintained the fraudulent arbitration proceeding to avoid judicial oversight and discovery of

1 the underlying criminal activity.

2 254. This conspiracy to falsely move and maintain an action in a prohibited
3 venue violated California Penal Code § 182(3), which criminalizes conspiracy
4 "falsely to move or maintain any suit, action, or proceeding."

5 255. The arbitrator (Hon. Carolyn Carnes Nichols, Ret.) lacked subject
6 matter jurisdiction over dissolution claims, which are committed by statute to
7 the exclusive jurisdiction of the Superior Court.

8 **Davis's Pattern of False Testimony**

9 256. Throughout the arbitration proceedings in 2021-2022, Davis provided
10 systematic false testimony regarding the source and nature of his capital
11 contributions to TopDevz:

12 **a. October 15, 2021 Declaration to Superior Court:**

- 13 ○ "I have invested approximately \$750,000 in cash into TopDevz, LLC"
- 14 ○ [False - the funds were embezzled from Porter partnership]

15 **b. November 2021 Declaration in Arbitration:**

- 16 ○ "I [Tyler Davis] put in 100% of the capital"
- 17 ○ "I certainly know that I contributed all the capital at the start"
- 18 ○ [False - Rajae contributed the company formation, the business model,
19 the Mobile Monster relationship, and sweat equity]

20 **c. November 22, 2021 Arbitration Brief:**

- 21 ○ "Davis owns 100% and Rajae owns none of the capital, per the 'only
22 signed and effective operating agreement' and the tax returns"
- 23 ○ [False - based on fraudulent tax returns]

24 **d. December 1, 2021 Testimony Under Oath:**

- 25 ○ Q: "And as far as the original capitalization of TopDevz went, how
26 much money did you put in?"
- 27 ○ A: "\$750,000"
- 28 ○ [False testimony under oath]

1 **e. December 2, 2021 Testimony Under Oath:**

- 2 ○ Q: "you made an investment in TopDevz in the amount of \$750,000;
3 correct?"
- 4 ○ A: "Correct"
- 5 ○ [False testimony under oath]

6 **f. Regarding the \$37,240 "Capital Call":**

- 7 ○ Q: "So there was a check that was issued from your company, Mason
8 Building & Design, for your personal capital contribution to
9 TOPDEVZ?"
- 10 ○ A: "Yes"
- 11 ○ [False - the check was reimbursed from PPP loan proceeds]

12 257. Davis knew these statements were materially false because:

- 13 ○ The \$750,000 came from Porter's business accounts, not Davis
14 personally;
- 15 ○ Davis's personal tax returns showed no capacity for such investment;
- 16 ○ The \$37,240 came from Porter's PPP loan account, laundered through
17 Mason;
- 18 ○ Todd Belluomini and other Porter partners owned the funds, not Davis;
- 19 ○ Davis had personally orchestrated the embezzlement and money
20 laundering schemes.

21 **Submission of Falsified Tax Returns as Evidence**

22 258. Davis, through attorneys Scalia, Carpenter, and Kirk, submitted over
23 600 pages of falsified tax returns as evidence in the arbitration proceedings,
24 including:

- 25 ○ TopDevz's fraudulent 2017, 2018, 2019, and 2020 partnership returns
26 (Forms 1065);
- 27 ○ Davis's fraudulent Schedule K-1 forms showing false capital
28 contributions;
- Porter's fraudulent 2017 return using Schedule C to conceal the

1 embezzlement.

2 259. These falsified tax returns were material to the arbitrator's
3 determinations regarding:

- 4 ○ Ownership percentages (51% vs. 49%, or Davis's claimed 95.308% vs.
5 Rajae's 4.692%);
- 6 ○ Capital account balances;
- 7 ○ Distributions and advances;
- 8 ○ Dissolution procedures;
- 9 ○ Damages calculations.

10 260. The arbitrator specifically relied on the falsified tax returns, stating in
11 the Final Award: "The tax returns clearly show Davis's capital contributions."

12 **F. Interim Order No. 4 and Launch of Criminal Takeover (January 6, 2022)**

13 261. Based on Davis's false testimony and the falsified tax returns, on
14 January 6, 2022, the arbitrator issued "Interim Order No. 4," which purported
15 to:

- 16 ○ Grant Davis 95.308% ownership of TopDevz;
- 17 ○ Designate Davis as "managing member" of TopDevz;
- 18 ○ Reduce Rajae's ownership to 4.692%;
- 19 ○ Authorize Davis to take immediate control of TopDevz's operations.

20 262. Interim Order No. 4 had no legal authority to remove Rajae as
21 Manager because:

- 22 ○ Such removal requires a vote of the members under Operating
23 Agreement Section 6.1;
- 24 ○ California Corporations Code § 17701.10(c)(3) requires member vote
25 to remove a manager;
- 26 ○ No such vote ever occurred;
- 27 ○ The arbitrator lacked subject matter jurisdiction over dissolution
28 proceedings under § 17707.03.

1 263. Nevertheless, Davis and his co-conspirators immediately exploited
2 Interim Order No. 4 as a fraudulent artifice document to execute the unlawful
3 takeover of TopDevz's business, assets, and operations.

4 264. Within hours and days of receiving Interim Order No. 4, Defendants
5 launched a coordinated, multi-front attack involving wire fraud, bank fraud,
6 trade secret theft, and obstruction of justice.

7 **G. Bank Fraud: Seizure of Wells Fargo Account (January 7, 2022)**

8 265. On January 7, 2022, using Interim Order No. 4, Carpenter contacted
9 Wells Fargo Bank, N.A. (an FDIC-insured financial institution) and its
10 counsel Graham H. Claybrook to fraudulently seize control of TopDevz's
11 Wells Fargo bank account ending in 1128.

12 266. Carpenter transmitted via email (interstate wire facility) false and
13 fraudulent statements to Wells Fargo, including:

- 14 ○ That Rajae had committed "fraudulent transfers" from the account;
- 15 ○ That Davis had lawful authority to control TopDevz's account;
- 16 ○ That Interim Order No. 4 granted Davis management authority;
- 17 ○ That Wells Fargo should immediately remove Rajae's access and grant
18 Davis exclusive control.

19 267. These fraudulent wire communications violated:

- 20 ○ 18 U.S.C. § 1343 (wire fraud - scheme to defraud transmitted via
21 interstate wire facilities);
- 22 ○ 18 U.S.C. § 1344 (bank fraud - scheme to defraud FDIC-insured
23 financial institution).

24 268. Wells Fargo, in reliance on Carpenter's fraudulent representations,
25 removed Rajae's access and granted Davis control of the account containing
26 millions of dollars in TopDevz funds.

27 269. This allowed Davis to seize TopDevz's operating capital and financial
28 records, furthering the overall scheme.

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1 **H. Bank Fraud and Identity Theft: Opening Fraudulent JPMorgan Chase**
2 **Account (January 19, 2022)**

3 270. On or about January 19, 2022, Davis fraudulently opened a new bank
4 account for TopDevz at JPMorgan Chase Bank, N.A. (an FDIC-insured
5 financial institution), account ending in 0516.

6 271. To open the account, Davis submitted false documentation to the bank,
7 including:

- 8 ○ Forged TopDevz stock certificates showing Davis with 95.308%
9 ownership;
- 10 ○ Fraudulent Interim Order No. 4;
- 11 ○ Documents containing Rajae's Employer Identification Number (EIN)
12 and personally identifiable information used without authorization;
- 13 ○ False representations that Davis had authority to act on behalf of
14 TopDevz.

15 272. This scheme violated:

- 16 ○ 18 U.S.C. § 1344 (bank fraud - scheme to defraud FDIC-insured
17 JPMorgan Chase);
- 18 ○ 18 U.S.C. § 1028 (fraud in connection with identification documents);
- 19 ○ 18 U.S.C. § 1028A (aggravated identity theft in connection with bank
20 fraud).

21 273. This fraudulent JPMorgan Chase account would serve as the primary
22 vehicle for laundering approximately \$15 million in proceeds of racketeering
23 activity over the next 12 months.

24 **I. Conspiracy to Steal Trade Secrets (January 6-14, 2022)**

25 **Plaintiffs' Valuable Trade Secrets**

26 274. Plaintiffs own extremely valuable trade secret information, including:

- 27 ○ A proprietary database containing approximately 2.5 million contact
28 records;
- Each record contains over 40 unique attributes (name, title, company,
contact information, decision-making authority, technology stack, etc.);

- 1 ○ Representing over 10 million unique database entries;
- 2 ○ Sophisticated methodologies developed by Rajae and Mobile Monster
- 3 for sourcing, sorting, contacting, and validating high-value decision
- 4 makers in target companies;
- 5 ○ Client relationship histories and preferences;
- 6 ○ Contractor databases with detailed skills assessments;
- 7 ○ Financial and operational data.

8 275. This trade secret information:

- 9 ○ Was developed by Rajae personally over 10 years at a cost of
- 10 thousands of hours of labor and hundreds of thousands of dollars;
- 11 ○ Derives independent economic value from not being generally known
- 12 and not being readily ascertainable by proper means by others who
- 13 could obtain economic value from its disclosure or use;
- 14 ○ Is valued conservatively at \$10 million based on the revenue it
- 15 generates;
- 16 ○ Was subject to reasonable measures to maintain its secrecy, including
- 17 access controls, password protection, confidentiality agreements, and
- 18 secure server storage.

18 **Davis Orders Mass Theft**

19 276. On or about January 6, 2022, immediately after receiving Interim Order

20 No. 4, Davis ordered the mass theft of Plaintiffs' entire trade secret database

21 and confidential information.

22 277. Davis testified under oath about his direct orders:

23 "I [Tyler Davis] instructed her [Melissa Garcia] to download as much information

24 as humanly possible at that time"

25 "I basically asked her to start downloading as much information as she possibly

26 could"

27 278. Between January 6-14, 2022:

- 28 ○ Garcia downloaded 1,868 documents from the
- accounting@topdevz.com email account;

- 1 ○ Garcia downloaded 1,916 documents from her mgarcia@topdevz.com
- 2 email account;
- 3 ○ Total: 3,784 confidential files downloaded by Garcia alone.

4 279. On January 14, 2022, Frye downloaded the entire TopDevz Zoho
5 Recruit recruiting database, which contained:

- 6 ○ Detailed profiles of thousands of software developers and contractors;
- 7 ○ Skills assessments, hourly rates, availability, performance ratings;
- 8 ○ Contact information and employment histories;
- 9 ○ Client placement histories;
- 10 ○ Proprietary recruiting methodologies.

11 280. Frye sent confidential TopDevz files to her personal email account
12 (Afrye262632@gmail.com) to exfiltrate them from TopDevz's systems.

13 281. Google's enterprise administrator audit logs for the topdevz.com
14 domain registered 7,675 administrative actions between January 6-18, 2022,
15 showing astronomical downloading and account modification activity
16 compared to normal usage patterns.

17 282. The downloaded materials included:

- 18 ○ Customer lists and contact databases (2.5 million records);
- 19 ○ Banking account numbers and financial information;
- 20 ○ Detailed work invoices and time logs for all clients;
- 21 ○ Bills, receipts, and expense documentation;
- 22 ○ Legal contracts, non-disclosure agreements, and client agreements;
- 23 ○ Statements of work and project specifications;
- 24 ○ Personal and corporate tax documents;
- 25 ○ Detailed client project information and source code;
- 26 ○ Employee and contractor databases with 40+ unique data fields per
27 record;
- 28 ○ Lead generation methodologies developed by Mobile Monster;

- Financial projections and business plans.

283. The stolen trade secrets included proprietary information belonging to both Plaintiffs:

- The 2.5 million record database was developed by Rajae personally over 10 years;
- The sophisticated sourcing methodologies were developed by Mobile Monster;
- The lead generation work product was created by Mobile Monster personnel;
- Client relationships were developed through Mobile Monster's services to TopDevz.

284. These thefts violated 18 U.S.C. § 1832 (theft of trade secrets), which criminalizes:

- Intentionally stealing or knowingly obtaining trade secrets by fraud;
- Intending or knowing the offense will injure the owner;
- Intending to convert the trade secrets to the economic benefit of someone other than the owner;
- Conduct occurring in or affecting interstate or foreign commerce.

285. Defendants knew the information was proprietary and confidential because:

- They had signed non-disclosure agreements;
- The information was password-protected and access-controlled;
- Rajae had repeatedly emphasized the proprietary nature of the database;
- The extraordinary value of the information was self-evident from the business it generated.

286. Defendants knew the theft would injure Plaintiffs and intended to convert the trade secrets to benefit Talentcrowd.

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1 **Setup of Fraudulent "topdevz.io" Domain**

2 287. To facilitate the theft and exploitation of the stolen trade secrets,
3 Defendants created a look-alike domain "topdevz.io" (distinct from the
4 legitimate "topdevz.com" owned by Rajae and TopDevz).

5 288. On January 15, 2022, Vincil Bishop (Lintz's business partner) used his
6 administrative credentials for TopDevz's Amazon Web Services account to
7 change ownership of the "topdevz.io" domain to Porter Consulting
(tyler.davis@porterllc.com).

8 289. Frye sent Slack messages to TopDevz contractors on January 14-15,
9 2022:

- 10 o "No .com is going away, so download anything you need"
- 11 o "Hey! Can you please check your personal email for a new TopDevz
12 email and password? I need everyone over to the new domain as soon
13 as possible"

14 290. The fraudulent "topdevz.io" domain was then used to upload the stolen
15 trade secrets and impersonate TopDevz in communications with clients and
16 contractors.

16 **J. Obstruction of Justice: Destruction of Evidence (January-May 2022)**

17 291. On January 15, 2022, Davis and Lintz physically raided TopDevz's
18 offices located at 7460 Girard Ave., Suite 7, La Jolla, California 92037.

19 292. During the raid, Davis and Lintz seized or destroyed:

- 20 o Desktop computers containing thousands of gigabytes of evidence;
- 21 o Server equipment containing backup data;
- 22 o Hard drives and storage devices;
- 23 o Physical files and documents.

24 293. Lintz admitted under oath:

25 "I was present on January 15, 2022 at the office and stood outside ... The computer
26 servers and other assets and property that Rajae is referring to belong to TopDevz,
27 not Rajae, and were seized by Davis."
28

29 294. The seizure and destruction of evidence violated 18 U.S.C. § 1512,

1 which criminalizes knowingly altering, destroying, mutilating, or concealing
2 documents or tangible objects with intent to impair their availability for use
3 in an official proceeding.

4 295. On May 26, 2022, Lintz permanently deleted over 130 TopDevz client
5 projects from the Jira project management system, which contained:

- 6 ○ Complete project histories;
- 7 ○ Client communications and requirements;
- 8 ○ Source code and technical documentation;
- 9 ○ Time tracking and billing records;
- 10 ○ Thousands of attachments and documents.

11 296. Automated Jira notifications stated:

12 "Joshua Lintz moved this project to trash ... The project, including all its issues,
13 components, attachments, and versions will be available in the trash for 60 days after
14 which it will be permanently deleted."

15 297. This systematic destruction of evidence violated 18 U.S.C. § 1512
16 because:

- 17 ○ Lintz knowingly deleted the documents;
- 18 ○ The documents were relevant to official proceedings (arbitration, state
19 court, federal court);
- 20 ○ The intent was to impair availability of evidence;
- 21 ○ The timing (May 2022, after the takeover was complete) shows
22 deliberate destruction to conceal the theft.

23 298. Additionally, Defendant Wood engaged in obstruction by:

- 24 ○ Accessing Rajae's personal email account
25 (rajae.ashkan@gmail.com) without authorization beginning in
26 February 2021;
- 27 ○ Monitoring Rajae's attorney-client communications;
- 28 ○ Deleting exculpatory emails and evidence Rajae needed for his
defense;

- Reporting to Davis about Rajae's legal strategy.

K. The National Wire Fraud Campaign Against Clients (January-March 2022)

299. On January 20, 2022, Davis launched a nationwide wire fraud campaign targeting all of TopDevz's clients located across the United States and Canada.

300. Davis transmitted fraudulent emails via interstate wire facilities from the stolen "topdevz.io" domain containing materially false and misleading statements designed to induce clients to:

- Accept Davis's purported authority over TopDevz;
- Wire payments to the fraudulent JPMorgan Chase account;
- Terminate their relationship with Rajae;
- Transition their business to Talentcrowd.

The Fraudulent January 20, 2022 Email

301. The January 20, 2022 mass email stated:

"I'm happy to officially announce a major change to TopDevz's ownership... Ashkan Rajae was relieved as managing member, effective immediately... We're also announcing a few other changes, which includes a rebrand from TopDevz.com to TopDevz.io... We're moving over to new emails (immediately)... In addition, we changed our corporate address and ACH information - attached is information for your files and AP team."

302. The email included attachments directing clients to wire funds to the fraudulent JPMorgan Chase account ending in 0516.

303. Every statement in this email was materially false:

- Rajae was not "relieved" through any lawful process;
- Davis had no authority to act as managing member;
- The "rebrand" to topdevz.io was a fraudulent domain;
- The new email addresses were operated by Davis without authority;
- The new bank account was fraudulently opened using Rajae's identity.

304. These fraudulent communications were transmitted via interstate wire

1 facilities (email systems, internet infrastructure) to clients located in multiple
2 states including California, Arizona, Texas, New York, Nebraska, and others.

3 305. Each fraudulent email transmitted to each client constituted a separate
4 violation of 18 U.S.C. § 1343 (wire fraud).

5 306. The wire fraud campaign targeted dozens of major companies,
6 including:

- 7 ○ DriveTime Car Sales Company, LLC (Arizona) - nearly \$2 billion in
8 annual revenue;
- 9 ○ Medical Staffing Solutions, Inc. (California);
- 10 ○ Intellicheck, Inc. (New York) - publicly traded company;
- 11 ○ Mode Transportation, LLC;
- 12 ○ Procore Technologies, Inc. (California) - publicly traded company;
- 13 ○ PriceSpider (California);
- 14 ○ Sandhills Global, Inc. (Nebraska);
- 15 ○ Children's Health (Texas);
- 16 ○ Alchemer (Colorado);
- 17 ○ Tokyo Electron U.S. Holdings, Inc. (Texas);
- 18 ○ Becton Dickinson and Company (Fortune 500).

19 307. Despite client concerns, Defendants persisted with the wire fraud
20 scheme, transmitting additional fraudulent emails throughout January and
21 February 2022.

22 308. As a direct result of the wire fraud scheme, clients transferred millions
23 of dollars via interstate wire facilities to the fraudulent JPMorgan Chase
24 account, believing they were paying TopDevz when in fact they were paying
25 into an account controlled by Davis without authority.

26 **Forged Termination Letters (Additional Wire Fraud)**

27 309. In February and March 2022, Davis transmitted forged termination
28 letters via email to multiple TopDevz clients, including DriveTime, falsely
representing that:

- 1 ○ "TopDevz is dissolving";
- 2 ○ Davis had authority as "Managing Member, Founder & Chairman
- 3 TopDevz, LLC" to terminate contracts;
- 4 ○ Contracts would be terminated effective end of March 2022.

5 310. Example: The March 8, 2022 termination letter to DriveTime stated:

6 "The purpose of this letter is to inform you that TOPDEVZ is dissolving. As a result,
7 we are terminating the governing Master Consulting Agreement and its associated
8 Statement of Work as of the end of March 2022."

9 311. Immediately after sending termination letters, Defendants solicited the
10 same clients to enter into identical contracts with Talentcrowd using the same
11 workforce, technology, and project structures.

12 312. Aaron McIver, Director of Software Engineering at DriveTime,
13 declared under oath:

14 "DriveTime accepted termination of the TopDevz Agreement by TopDevz ... Once
15 the TopDevz Agreement was terminated, TopDevz directed DriveTime to
16 TalentCrowd ... At TalentCrowd's solicitation, DriveTime entered into a Master
17 Services Agreement with TalentCrowd on or about March 21, 2022."

18 313. Each termination letter transmitted via email (interstate wire facility)
19 constituted a separate violation of 18 U.S.C. § 1343 (wire fraud).

20 314. These wire communications were part of the scheme to:

- 21 ○ Destroy TopDevz's business and client relationships;
- 22 ○ Eliminate Mobile Monster's commission revenue;
- 23 ○ Transfer the business to Talentcrowd;
- 24 ○ Conceal the theft of trade secrets by making it appear as a "business
25 transition."

26 **L. Formation of Talentcrowd as Money Laundering Vehicle (February 2022)**

27 315. On February 8, 2022—just 33 days after Interim Order No. 4—Lintz
28 incorporated Talentcrowd, LLC in Wyoming while simultaneously holding
29 himself out as "CEO" of TopDevz.

30 316. Lintz later admitted under oath:

1 "On February 14, 2022, and with the express authorization of Davis in his capacity
2 as the Manager of TopDevz, organized Talentcrowd and entered into a Services
3 Agreement with TopDevz."

4 317. This admission is a judicial acknowledgment of the conspiracy, though
5 the underlying premise (Davis's authority as Manager) was fraudulent.

6 318. Talentcrowd was specifically designed to serve as the vehicle for:

- 7 ○ Laundering proceeds of the trade secret theft, wire fraud, and bank
8 fraud;
- 9 ○ Operating using the stolen TopDevz and Mobile Monster trade secrets;
- 10 ○ Servicing the stolen TopDevz clients;
- 11 ○ Employing the TopDevz workforce;
- 12 ○ Generating revenue from the stolen business while distancing it from
13 TopDevz's name.

14 319. Talentcrowd had the identical business model as TopDevz:

- 15 ○ Same clients (DriveTime, Medical Staffing Solutions, Alchemer, etc.);
- 16 ○ Same contractors (Lintz admitted most TopDevz contractors
17 transitioned to Talentcrowd);
- 18 ○ Same technology stack and project management systems;
- 19 ○ Same proprietary database for sourcing and managing contractors;
- 20 ○ Same business processes and methodologies;
- 21 ○ Located in the same geographic area (Solana Beach, adjacent to La
22 Jolla).

23 320. The only difference was the name—Talentcrowd was simply
24 TopDevz's stolen business operated under a new corporate identity.

25 321. Lintz stated in a 2023 podcast interview: "We didn't go raise any money
26 externally," confirming that Talentcrowd's entire operation was funded by the
27 proceeds of the TopDevz theft rather than legitimate investment.

28 322. By March 1, 2023, Frye publicly boasted that Talentcrowd had "logged
almost 90k hours of service" in its first year of operation.

1 323. At an average billing rate of \$115-\$135 per hour, 90,000 hours
2 represents approximately \$10-12 million in revenue, confirming that
3 Talentcrowd generated massive proceeds by exploiting the stolen assets in
4 year one alone.

5 324. This rapid growth was only possible through the theft of Plaintiffs'
6 established client relationships, workforce, and proprietary database—it
7 would be impossible to generate \$10-12 million in year-one revenue for a
8 legitimate startup without external funding.

9 **M. Money Laundering: The \$15 Million Flow Through JPMorgan Chase**
10 **Account (2022-2023)**

11 325. Between January 2022 and January 2023, approximately \$15 million in
12 proceeds of specified unlawful activity (wire fraud, bank fraud, trade secret
13 theft) flowed through TopDevz's fraudulent JPMorgan Chase account ending
14 in 0516.

15 326. Defendants engaged in promotional money laundering under 18 U.S.C.
16 § 1956(a)(1)(A)(i) by conducting financial transactions involving proceeds of
17 specified unlawful activity with intent to promote the carrying on of that
18 unlawful activity, specifically:

- 19 ○ Using proceeds of the trade secret theft to establish and fund
20 Talentcrowd;
- 21 ○ Wiring stolen TopDevz client payments to Talentcrowd to promote
22 continued exploitation of trade secrets;
- 23 ○ Paying contractors through Talentcrowd using funds derived from wire
24 fraud;
- 25 ○ Establishing Talentcrowd's infrastructure using criminally derived
26 funds.

27 327. Major promotional money laundering transactions included:

- 28 ○ March 2022 through January 2023: Wire transfers totaling \$838,554.30
from TopDevz JPMorgan account to Talentcrowd, LLC—these funds
were used to establish and promote Talentcrowd's operations exploiting
the stolen trade secrets.

328. Defendants engaged in transactional money laundering under 18 U.S.C.

1 § 1957 by conducting monetary transactions in criminally derived property of
2 a value greater than \$10,000, by, through, or to a financial institution affecting
3 interstate commerce, knowing the property involved represented proceeds of
4 specified unlawful activity.

5 329. Examples of transactional money laundering (§ 1957) include:

- 6 ○ February 28, 2022: \$43,768 wire from TopDevz JPMorgan account to
7 Cummins & White, LLP (Carpenter's law firm);
- 8 ○ June 12, 2022: \$70,000 wire to Cummins & White, LLP;
- 9 ○ July 7, 2022: \$83,000 wire to Cummins & White, LLP;
- 10 ○ March 2023: \$30,000 wire to Kirk & Toberty (Kirk's law firm);
- 11 ○ March-May 2022: Multiple wires totaling \$722,335.83 to Joshua Lintz
12 personally;
- 13 ○ March 2022-January 2023: Multiple wires totaling \$838,554.30 to
14 Talentcrowd, LLC;
- 15 ○ Various dates 2022: \$4,135 to Purdy & Bailey, LLP (Bailey's law firm);
- 16 ○ Various dates: Hundreds of other transactions over \$10,000 to
17 contractors, vendors, and co-conspirators, totaling approximately \$15
18 million.

19 330. Each transaction over \$10,000 involving criminally derived property
20 through a financial institution constitutes a separate violation of 18 U.S.C. §
21 1957.

22 331. These transactions involved property derived from specified unlawful
23 activity:

- 24 ○ Wire fraud (§ 1343) - the client payments were obtained through the
25 January 2022 wire fraud campaign;
- 26 ○ Trade secret theft (§ 1832) - the payments were for work performed
27 using stolen trade secrets;
- 28 ○ Bank fraud (§ 1344) - the account itself was fraudulently opened.

N. Attorney Defendants' Wire Fraud Through Court Filings (2021-2025)

332. Throughout 2021 through 2025, attorney Defendants transmitted

1 hundreds of fraudulent pleadings, motions, declarations, petitions,
2 memoranda, and other documents via the courts' electronic filing systems
3 (interstate wire facilities) containing materially false statements designed to
4 advance the racketeering scheme.

5 333. The use of courts' electronic filing systems (Case
6 Management/Electronic Case Files system in federal courts, TrueFiling and
7 other systems in state courts) constitutes use of interstate wire facilities for
8 purposes of wire fraud under 18 U.S.C. § 1343, as these systems transmit
9 electronic data across state lines using interstate telecommunications
10 infrastructure.

11 334. Attorney Defendants knew their representations were false because:

- 12 ○ No majority vote ever occurred to remove Rajae or install Davis as
13 Manager;
- 14 ○ They had acknowledged in writing (February 5, 2021) that dissolution
15 was within exclusive Superior Court jurisdiction, not arbitrable;
- 16 ○ Interim Order No. 4 had no legal authority to effectuate removal of the
17 Manager;
- 18 ○ They knew Davis's "ownership" was based on embezzled funds and
19 PPP fraud;
- 20 ○ They knew the tax returns were fraudulent;
- 21 ○ By August 2023, they had been provided detailed evidence of the
22 underlying crimes.

23 **Examples of Wire Fraud Through Court Filings (Non-Exhaustive):**

24 335. November 2, 2022: Joint Memorandum of Points and Authorities filed
25 in San Diego Superior Court by Carpenter and Kirk (transmitted via court's
26 electronic filing system) falsely representing Davis's authority over
27 TopDevz—Wire Fraud Violation.

28 336. December 2, 2022: Kirk's Notice of Appearance on behalf of TopDevz
in arbitration (transmitted via AAA's electronic system)—Wire Fraud
Violation.

337. December 15, 2022: Kirk's filing dismissing TopDevz's breach of

1 fiduciary duty claim against Davis (transmitted electronically), executed
2 without authority—Wire Fraud Violation.

3 338. December 29, 2022: Joint Memorandum in San Diego Superior Court
4 by Carpenter and Kirk—Wire Fraud Violation.

5 339. January 22, 2024: Carpenter declaration filed in federal court stating
6 under penalty of perjury:

7 "Tyler Davis, as the adjudicated managing member of TOPDEVZ, LLC, has
8 absolute authority to hire and engage with any counsel, including me, Mr. Scalia or
9 Mr. Kirk, who represents TOPDEVZ."

9 **Wire Fraud Violation.**

10 340. Numerous additional fraudulent filings in:

- 11 ○ Arbitration proceedings (2021-2022);
- 12 ○ Sacramento Superior Court dissolution case (2021-2022);
- 13 ○ San Diego Superior Court confirmation case (2022-2023);
- 14 ○ Federal court cases (2022-2025);
- 15 ○ California Courts of Appeal (2023-2025);
- 16 ○ Bankruptcy court (2024-2025) - post-petition wire fraud.

17 341. Each fraudulent document transmitted via court electronic filing
18 systems constituted a separate violation of 18 U.S.C. § 1343.

19 342. In January 2022, Carpenter transmitted via email (interstate wire
20 facility) forged TopDevz stock certificates showing Davis with 95.308%
21 ownership, bearing Davis's signature, with the message: "Please see attached
22 Mr. Rajae's new membership certificate. Scott R. Carpenter"—Wire Fraud
23 Violation.

24 343. These forged certificates were then used to:

- 25 ○ Open the fraudulent JPMorgan Chase bank account (bank fraud under
26 § 1344);
- 27 ○ Represent Davis's purported authority to third parties (wire fraud);
- 28 ○ File with courts as purported evidence of ownership (wire fraud).

O. Fraudulent 1099-NEC Filing to IRS (February 2022)

344. In or around February 2022, Davis and Lintz used Plaintiff Rajae's Social Security number to electronically file a fraudulent IRS Form 1099-NEC with the Internal Revenue Service showing \$2,880,979.26 in "nonemployee compensation" purportedly paid to Rajae.

345. This filing violated:

- o 18 U.S.C. § 1343 (wire fraud - electronic transmission to IRS via interstate wire facilities);
- o 18 U.S.C. § 1028 (fraud in connection with identification documents);
- o 18 U.S.C. § 1028A (aggravated identity theft in connection with wire fraud).

346. The fraudulent 1099-NEC was materially false because:

- o Rajae was a member (partner) of TopDevz, not a nonemployee contractor;
- o Members receive Schedule K-1 forms, not 1099 forms;
- o The amount reported was false;
- o Rajae never consented to or authorized this filing.

347. The fraudulent filing was intended to:

- o Create false tax liability for Rajae;
- o Conceal Davis's income from TopDevz;
- o Further the identity theft and tax fraud scheme;
- o Harm Rajae's standing with the IRS.

348. The 1099-NEC listed Lintz's personal cell phone number (480-747-4469) as the contact, evidencing Lintz's participation in the scheme.

349. On August 18, 2023, Rajae filed an Identity Theft Report with the Federal Trade Commission (Report No. 166273872), stating:

"Over \$20 million has been taken through a complex criminal scheme involving the misuse of my identity and without my consent. My identity was used, unknown to me at the time, for a massive tax evasion scheme, money laundering, bank fraud,

1 PPP-loan fraud, and numerous other federal crimes."

2 "Date that I discovered it: 8/2023"

3 **P. Procurement of the Fraudulent Arbitration Awards (May 2023)**

4 350. On May 12, 2023, the arbitrator issued a Final Award based entirely on
5 the false testimony, falsified tax returns, and fraudulent documentary evidence
6 presented by Davis and his attorneys.

7 351. The Final Award ordered:

- 8 o Against Rajae: \$7,670,151 owed to TopDevz, LLC; \$866,567 in
9 compensatory damages to Davis; \$717,498.64 in attorney fees to Davis;
10 \$119,350 in arbitration fees; Total: \$9,373,566.64
- 11 o Against Mobile Monster: Approximately \$3,000,000 (comprising
12 amounts owed to TopDevz and Davis)
- 13 o Combined: Over \$12 million in fraudulent judgments

14 352. The arbitrator's findings were based on:

- 15 o Davis's false testimony that he personally invested \$787,240;
- 16 o Fraudulent tax returns falsely crediting Davis with capital contributions
17 (obtained through identity theft and tax fraud);
- 18 o False premise that Davis was entitled to majority ownership based on
19 his purported contributions;
- 20 o Allegations that Rajae made "excess distributions" that were actually
21 legitimate business payments.

22 353. The arbitrator had no knowledge of the underlying criminal activity
because attorney Defendants concealed it through selective presentation of
23 falsified evidence and false testimony.

24 **Q. Identity Theft and Perjury Conspiracy to Procure Confirmation Judgment
(2022-2023)**

25 **18 U.S.C. § 1028(a)(7) Connected to California State Felonies**

26 354. Shortly after obtaining the May 12, 2023 arbitration awards,
27 Defendants knowingly used, without lawful authority, means of identification
28 of Rajae, Mobile Monster, and TopDevz with the intent to commit, aid, or

1 abet felonies under California law, in violation of 18 U.S.C. § 1028(a)(7).

2 355. 18 U.S.C. § 1028(a)(7) criminalizes identity theft committed "in
3 connection with any unlawful activity that constitutes... a felony under any
4 applicable State or local law."

5 356. The California state felonies committed using Rajae's, Mobile
6 Monster's, and TopDevz's identification include:

- 7 ○ California Penal Code § 182(3): Conspiracy to falsely move or maintain
8 an action (filing for judicial dissolution in prohibited arbitration venue);
- 9 ○ California Penal Code § 182(4): Conspiracy to cheat and defraud any
10 person of property by means which are in themselves criminal;
- 11 ○ California Penal Code § 182(5): Conspiracy to commit acts injurious to
12 public morals, or to pervert or obstruct justice, or the due administration
13 of laws;
- 14 ○ California Penal Code § 118a: Perjury by declaration (false statements
15 under penalty of perjury);
- 16 ○ California Penal Code § 470: Forgery (forged TopDevz signatures and
17 documents);
- 18 ○ California Penal Code § 127: Subornation of perjury (by attorneys);
- 19 ○ California Penal Code § 530.5: Identity theft under California law.

20 **Davis's Three Perjured Declarations Using Rajae's, Mobile Monster's, and**
21 **TopDevz's Identity**

22 357. Between November 2, 2022 and June 26, 2023, Davis filed three
23 separate declarations under penalty of perjury in the San Diego Superior Court
24 (Case No. 37-2022-00026691-CU-PA-CTL), each transmitted via the court's
25 electronic filing system (interstate wire facility), using Rajae's, Mobile
26 Monster's, and TopDevz's identifying information to commit perjury and
27 conspiracy.

28 358. November 2, 2022 Declaration (filed by attorneys Carpenter and Kirk),
Davis stated under penalty of perjury:

"After Order No. 4 was issued on January 6, 2022, I became the managing member
of TopDevz, LLC."

1 This statement used Rajae's and TopDevz's identity and was materially false.

2 359. December 29, 2022 Declaration (filed by attorneys Carpenter and
3 Kirk), Davis repeated under penalty of perjury:

4 "After Order No. 4 was issued on January 6, 2022, I became the managing member
5 of TopDevz, LLC."

6 This statement used Rajae's and TopDevz's identity and was materially false.

7 360. June 26, 2023 Declaration (filed by attorneys Carpenter and Kirk),
8 Davis repeated for the third time under penalty of perjury:

9 "After Order No. 4 was issued on January 6, 2022, I became the managing member
10 of TopDevz, LLC."

11 This statement used Rajae's and TopDevz's identity and was materially false.

12 361. In these three declarations, Davis used Rajae's, Mobile Monster's, and
13 TopDevz's identifying information nearly 60 times, including:

- 14 ○ Rajae's name (first and last);
- 15 ○ TopDevz's name and legal identity;
- 16 ○ Rajae's position as Manager;
- 17 ○ TopDevz's structure and operating agreement;
- 18 ○ References to Rajae's actions and decisions;
- 19 ○ TopDevz's assets, accounts, and business operations;
- 20 ○ Mobile Monster's relationship with TopDevz;
- 21 ○ Mobile Monster's commission payments.

22 **The "Crux" Element: Identity Theft Was Essential to the Crime**

23 362. The use of Rajae's, Mobile Monster's, and TopDevz's names was at
24 the "crux" of what makes the conduct criminal because Davis used this
25 identifying information to deceive the San Diego Superior Court, and others,
that he was "the managing member of TopDevz."

26 363. Davis attempted and succeeded in passing himself off as someone he
27 was not—"the managing member of TopDevz"—by deliberately using
28 Rajae's and TopDevz's identifying information.

1 364. Without using TopDevz's identity and Rajae's former position, Davis
2 could not have:

- 3 ○ Claimed authority to act on behalf of TopDevz;
- 4 ○ Retained attorney Kirk as counsel for TopDevz (TopDevz never
5 authorized Kirk's representation);
- 6 ○ Caused TopDevz to "join" Davis's petition during confirmation
7 proceedings (TopDevz never authorized this);
- 8 ○ Pursued TopDevz's purported \$7.6 million claim (TopDevz had filed
9 no such claim);
- 10 ○ Pursued a "manager removal" claim on TopDevz's behalf (TopDevz
11 never filed this claim);
- 12 ○ Agreed to judicial dissolution by way of arbitration on TopDevz's
13 behalf (TopDevz never agreed to this);
- 14 ○ Obtained the \$9.3 million judgment against Rajae;
- 15 ○ Obtained the \$3.0 million judgment against Mobile Monster.

16 365. Each of these six actions taken by Davis using TopDevz's identity
17 constitutes a separate wrongful act facilitated by the identity theft,
18 demonstrating that the identity information was the "crux" of the criminal
19 scheme.

20 **Connection to California State Felonies**

21 366. Davis's use of Rajae's, Mobile Monster's, and TopDevz's identification
22 violated 18 U.S.C. § 1028(a)(7) because it was committed "in connection
23 with" the following California felonies:

24 **a. Perjury by Declaration (California Penal Code § 118a):**

- 25 ○ Davis willfully stated as true under penalty of perjury material matters
26 he knew to be false;
- 27 ○ The three declarations were made in judicial proceedings;
- 28 ○ The statements ("I became the managing member") were material to the
court's determination;
- Perjury by declaration is a felony under California law;

- 1 ○ Davis used Rajae's and TopDevz's identity to commit the perjury;
- 2 ○ The identity theft was "in connection with" the perjury felony.

3 **b. Conspiracy to Cheat and Defraud (California Penal Code § 182(4)):**

- 4 ○ Davis, Carpenter, and Kirk conspired "to cheat and defraud any person
- 5 of any property, by any means which are in themselves criminal, or to
- 6 obtain money or property by false pretenses";
- 7 ○ The means were criminal (perjury under § 118a, forgery under § 470,
- 8 wire fraud under federal law);
- 9 ○ They obtained money (\$9.3 million judgment against Rajae, \$3.0
- 10 million judgment against Mobile Monster) and property (TopDevz's
- 11 assets);
- 12 ○ This conspiracy is a felony under California Penal Code § 182(4);
- 13 ○ Davis used Rajae's, Mobile Monster's, and TopDevz's identity to
- 14 execute the conspiracy.

14 **c. Conspiracy to Obstruct Justice (California Penal Code § 182(5)):**

- 15 ○ Davis, Carpenter, and Kirk conspired "to commit any act injurious to
- 16 the public health, to public morals, or to pervert or obstruct justice, or
- 17 the due administration of the laws";
- 18 ○ Falsely representing Davis as manager perverted justice;
- 19 ○ Filing false declarations under oath obstructed justice;
- 20 ○ Obtaining judgments through perjury obstructed the due administration
- 21 of laws;
- 22 ○ This conspiracy is a felony under California Penal Code § 182(5);
- 23 ○ Davis used Rajae's and TopDevz's identity to obstruct justice.

24 **d. Conspiracy to Falsely Move in Prohibited Venue (California Penal Code § 182(3)):**

- 25 ○ Davis, Carpenter, and Scalia conspired "falsely to move or maintain
- 26 any suit, action, or proceeding";
- 27 ○ They maintained the judicial dissolution claim in arbitration knowing
- 28

1 it was within exclusive Superior Court jurisdiction;

- 2 ○ Carpenter admitted in writing (February 5, 2021) that dissolution was
- 3 in exclusive Superior Court jurisdiction;
- 4 ○ They proceeded anyway, maintaining the false action for over 18
- 5 months;
- 6 ○ This conspiracy is a felony under California Penal Code § 182(3);
- 7 ○ They used TopDevz's identity to maintain the false action.

8 **e. Forgery (California Penal Code § 470):**

- 9 ○ Kirk forged TopDevz's legal representation by appearing as counsel
- 10 and signing documents on TopDevz's behalf without any authority;
- 11 ○ Under California law, "a person who signs as the agent of another
- 12 'knowing that he has no authority so to do' can be found guilty of
- 13 forgery even though he signs his own name" (*Lewis v. Superior Court*,
- 14 217 Cal.App.3d 379);
- 15 ○ Kirk signed his name as "Attorney for TopDevz, LLC" knowing he had
- 16 no such authority;
- 17 ○ Forgery is a felony under California Penal Code § 470;
- 18 ○ Required using TopDevz's identity.

19 **f. Subornation of Perjury (California Penal Code § 127):**

- 20 ○ Attorney defendants Carpenter and Kirk suborned Davis's perjury by
- 21 procuring Davis to make the false statements and by presenting them to
- 22 the court knowing they were false;
- 23 ○ They drafted, reviewed, or approved the three perjured declarations;
- 24 ○ They filed the declarations with the court under their State Bar
- 25 numbers;
- 26 ○ They vouched for Davis's false statements by submitting them under
- 27 penalty of perjury;
- 28 ○ Subornation of perjury is a felony under California Penal Code § 127;
- Required using Rajae's and TopDevz's identity.

1 367. These lies told by Davis concurrently served as a means to suppress
2 evidence that Davis used TopDevz to facilitate money laundering offenses (18
3 U.S.C. §§ 1956, 1957) in obtaining his TopDevz ownership interest through
4 the fraudulent \$787,240 derived from embezzlement and PPP fraud.

5 368. The perjury was also used to forge TopDevz's legal counsel before the
6 court as falsely being Kirk, which constitutes a felony under California Penal
7 Code § 182(1), (3), (4), and (5).

7 **The Attorney Conspiracy**

8 369. Crucially, there is substantial evidence that the complicit attorneys
9 assembled the fraudulent and false declarations for Davis to sign,
10 demonstrating conspiracy under both federal and California law.

11 370. Carpenter and Kirk conspired with Davis to commit the perjury and
12 identity theft scheme, evidenced by:

- 13 ○ Carpenter and Kirk drafted or reviewed the declarations before Davis
14 signed them;
- 15 ○ They signed the court filings authenticating Davis's false declarations;
- 16 ○ They used their State Bar numbers to give legitimacy to the perjured
17 statements;
- 18 ○ They knew the statements were false (they had written in February 2021
19 that dissolution was in exclusive Superior Court jurisdiction);
- 20 ○ They knew Rajae was the lawful Manager under the Operating
21 Agreement;
- 22 ○ They suborned Davis's perjury by filing the false declarations;
- 23 ○ They committed overt acts (filing documents, appearing in court) to
24 accomplish Davis's perjury.

25 371. This attorney conspiracy violated:

- 26 ○ California Penal Code § 127 (subornation of perjury);
- 27 ○ California Penal Code § 182(1), (3), (4), (5) (conspiracy to commit
28 felonies);
- California Rules of Professional Conduct (presenting false evidence);

- Their duties as officers of the court.

Confirmation of Fraudulent Judgments in Superior Court (June-August 2023)

372. On June 6, 2023, Davis and TopDevz (purportedly represented by Kirk without authority) filed a Joint Petition to Confirm the arbitration awards in San Diego Superior Court (Case No. 37-2022-00026691-CU-PA-CTL).

373. The petition transmitted via the court's electronic filing system contained the false arbitration awards and false representations about Davis's authority, constituting wire fraud under § 1343.

374. On August 15, 2023, San Diego Superior Court Judge Joel R. Wohlfeil entered judgment confirming the arbitration awards in the amount of \$9,384,405.83 against Rajae and approximately \$3,000,000 against Mobile Monster (the "VSDJ Judgment").

375. Judge Wohlfeil was never presented with evidence of the underlying criminal activity because attorney Defendants:

- Filed fraudulent declarations concealing the crimes;
- Presented only the falsified arbitration record;
- Did not disclose that Davis's capital contributions were derived from embezzlement and PPP fraud;
- Did not disclose the identity theft and tax fraud;
- Did not disclose the jurisdictional defects in the arbitration;
- Did not disclose that Davis had committed perjury in his three declarations.

The Identity Theft Was Essential to Obtaining the \$12 Million Judgments

376. Without committing identity theft using Rajae's, Mobile Monster's, and TopDevz's identity, Davis could not have:

- Appeared to have authority over TopDevz;
- Hired unauthorized attorneys (Kirk) to represent TopDevz;
- Caused TopDevz to "join" his petition (TopDevz never authorized this);
- Obtained a \$7.6 million "award" purportedly owed to TopDevz

1 (TopDevz filed no claim for this);

- 2 ○ Procured the \$9.3 million judgment against Rajae;
- 3 ○ Procured the \$3.0 million judgment against Mobile Monster.

4 377. The identity theft was the essential mechanism that enabled the entire
5 confirmation fraud scheme.

6 **Summary of Identity Theft Predicate Acts Connected to State Felonies:**

7 378. Identity Theft Predicate Act #7: November 2, 2022 declaration using
8 Rajae's, Mobile Monster's, and TopDevz's identity to commit:

- 9 ○ Perjury (Cal. Pen. Code § 118a)
- 10 ○ Conspiracy to cheat and defraud (§ 182(4))
- 11 ○ Conspiracy to obstruct justice (§ 182(5))
- 12 ○ Forgery through unauthorized representation (§ 470)
- 13 ○ Transmitted via interstate wire facility (§ 1343)
- 14 ○ Violations: 18 U.S.C. § 1028(a)(7) and § 1028A (aggravated identity
15 theft in connection with wire fraud)

16 379. Identity Theft Predicate Act #8: December 29, 2022 declaration using
17 Rajae's, Mobile Monster's, and TopDevz's identity to commit the same
18 California felonies, transmitted via wire facility.

19 380. Identity Theft Predicate Act #9: June 26, 2023 declaration using
20 Rajae's, Mobile Monster's, and TopDevz's identity to commit the same
21 California felonies, transmitted via wire facility.

22 381. The identity theft directly injured both Plaintiffs:

- 23 ○ Rajae: The \$9.3 million judgment procured through identity theft is
24 direct injury to his personal credit, reputation, immigration status, and
25 financial condition;
- 26 ○ Mobile Monster: The \$3.0 million judgment procured through identity
27 theft (Davis using Mobile Monster's identity to claim it owed money to
28 Davis and TopDevz) is direct injury to Mobile Monster's corporate
standing, creditworthiness, and assets.

1 **Discovery of the Full Criminal Scheme (August 2023)**

2 382. Rajae did not discover the full evidentiary basis to challenge the
3 judgment until August 2023, when Todd Belluomini provided:

- 4 ○ Sworn declaration about Davis's embezzlement of \$750,000;
- 5 ○ Porter's bank statements showing the wire transfers;
- 6 ○ PPP loan documentation showing the \$37,240 scheme;
- 7 ○ Documentary proof of Belluomini's ownership interest in Porter.

8 383. This was three years after the predicate acts (2017-2020 tax fraud) and
9 six years after the initial wire fraud (2017 embezzlement), demonstrating
10 sophisticated concealment.

11 384. On August 18, 2023, Rajae filed his FTC Identity Theft Report (Report
12 No. 166273872), which states: "Date that I discovered it: 8/2023."

13 385. This August 2023 discovery date triggers the four-year statute of
14 limitations for Plaintiffs' RICO claims under the Clayton Act, providing
15 Plaintiffs until August 2027 to file this action. Filing in December 2025 is
16 timely, with over 20 months remaining in the limitations period.

17 386. Additionally, for the continuing violations (GBQ's daily trade secret
18 theft through December 2025), the statute of limitations has not begun to run
19 because the last predicate act is occurring as of the filing of this complaint.

18 **R. POST-PETITION Bankruptcy Fraud Schemes (2024-2025)**

19 **The Critical Date: February 26, 2024**

20 387. On February 26, 2024, Rajae and his wife filed a voluntary petition
21 under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy
22 Court for the Southern District of California (Case No. 24-00617-CL11).

23 388. February 26, 2024 is the critical date that separates pre-petition
24 predicate acts (which existed on the petition date) from post-petition predicate
25 acts (which occurred after the petition date and therefore never became estate
26 property under 11 U.S.C. § 541(a)(1)).

27 389. In his bankruptcy schedules, Rajae disclosed:

- 28 ○ RICO claims against these Defendants;

- 1 ○ The \$9.3 million fraudulent judgment;
- 2 ○ Mobile Monster's claims and the \$3 million judgment against it;
- 3 ○ Combined value: Approximately \$75 million.

4 **Phase 1: False Oaths to Procure Conversion (April-May 2024) - POST-**
5 **PETITION**

6 390. On April 8, 2024, Davis and TopDevz (purportedly represented by
7 Hays) filed a motion to appoint a Chapter 11 Trustee or convert the case to
8 Chapter 7 (ECF No. 19).

9 391. Hays filed declarations under penalty of perjury transmitted via the
10 bankruptcy court's electronic filing system (CM/ECF), containing materially
11 false statements including:

- 12 ○ That Davis is "the managing member of TopDevz, LLC";
- 13 ○ That Rajae was "removed as managing member" through the
14 arbitration;
- 15 ○ That TopDevz and Davis are legitimate creditors;
- 16 ○ That the arbitration and judgments were validly obtained.

17 392. These declarations violated:

- 18 ○ 18 U.S.C. § 152(2) (making false oaths and accounts in bankruptcy
19 proceedings);
- 20 ○ 18 U.S.C. § 1343 (wire fraud - transmitting false statements via court's
21 electronic filing system).

22 393. These are POST-PETITION predicate acts because they occurred on
23 April 8, 2024, which is after the February 26, 2024 petition date.

24 394. Hays filed a supplemental reply brief on April 29, 2024 (ECF No. 28)
25 repeating the same false statements under penalty of perjury.

26 395. This is an additional POST-PETITION predicate act occurring April
27 29, 2024.

28 396. Hays knew these statements were materially false because:

- No vote of the members had removed Rajae or installed Davis as

1 Manager;

- 2 ○ The arbitration had no legal authority to remove Rajae;
- 3 ○ Carpenter had admitted in writing in February 2021 that dissolution was
- 4 within exclusive Superior Court jurisdiction;
- 5 ○ Davis's purported ownership was based on embezzlement, PPP fraud,
- 6 identity theft, perjury, and tax fraud.

7 397. The bankruptcy court, misled by these false oaths transmitted via
8 interstate wire facilities, converted the case to Chapter 7 and appointed
9 Christopher R. Barclay as Trustee on May 9, 2024.

10 398. The May 9, 2024 conversion order constitutes the FIRST POST-
11 PETITION PREDICATE ACT in the bankruptcy fraud series because:

- 12 ○ The conversion was the objective of Hays's post-petition false oaths (§
- 13 152(2));
- 14 ○ The conversion was procured through a post-petition bankruptcy fraud
- 15 scheme (§ 157);
- 16 ○ The conversion enabled appointment of Trustee Barclay;
- 17 ○ The conversion set the stage for the fraudulent settlements and sale;
- 18 ○ This act occurred after February 26, 2024 and therefore never became
- 19 estate property under § 541(a)(1);
- 20 ○ POST-PETITION Bankruptcy Fraud Predicate Act #1.

21 **Phase 2: False Claims in Bankruptcy - POST-PETITION**

22 399. Davis filed a proof of claim in Rajae's bankruptcy case for
23 approximately \$10 million based on the fraudulently procured VSDJ
24 Judgment.

25 400. Davis knew the claim was materially false because:

- 26 ○ The judgment was based on his own false testimony under oath;
- 27 ○ His purported \$787,240 capital contribution was derived entirely from
- 28 embezzlement (\$750,000) and PPP loan fraud (\$37,240);
- The tax returns he submitted as evidence were fraudulent;

- 1 ○ The arbitration was jurisdictionally defective;
- 2 ○ He had committed wire fraud, identity theft, perjury, and tax fraud to
- 3 obtain the judgment;
- 4 ○ He had committed perjury in three declarations using Plaintiffs'
- 5 identities in connection with California felonies.

6 401. 18 U.S.C. § 152(4) explicitly criminalizes "presenting under oath... a

7 false claim for proof against the estate of a debtor."

8 402. Filing a false proof of claim knowing it is based on criminal activity

9 violated 18 U.S.C. § 152(4).

10 403. This is a POST-PETITION predicate act because the claim was filed

11 after February 26, 2024.

12 404. POST-PETITION Bankruptcy Fraud Predicate Act #2.

13 **Phase 3: The Fraudulent Settlement Scheme (September-December 2024) -**

14 **POST-PETITION**

15 405. On October 23, 2024, the Trustee filed motions to approve settlement

16 agreements with:

- 17 ○ Davis and TopDevz for \$100,000 (agreement dated October 15, 2024);
- 18 ○ Talentcrowd, Lintz, Garcia, Frye, Bailey, and Gerber for \$100,000
- 19 (agreement dated September 26, 2024).

20 406. The settlement motions contained materially false statements,

21 including:

- 22 ○ That Davis has legitimate authority over TopDevz;
- 23 ○ That the arbitration proceedings were valid;
- 24 ○ That the claims being settled have minimal value;
- 25 ○ That the settlements are in the best interest of the estate and creditors.

26 407. The Trustee, Davis, and their attorneys filed a forged "Unanimous

27 Written Consent of the Members of TopDevz, LLC" dated October 14, 2024,

28 purporting to show that TopDevz's members (including Rajae) unanimously

 consented to the settlement agreements.

1 408. This document was fabricated because:

- 2 ○ Rajae never consented to the settlements;
- 3 ○ Rajae had no authority to bind TopDevz as a 4.692% minority member
- 4 even if he had consented;
- 5 ○ The document was created to deceive the bankruptcy court;
- 6 ○ Davis had no authority to sign on behalf of TopDevz.

7 409. Rajae filed extensive objections to the settlements on November 18,
8 2024 (ECF No. 141), arguing:

- 9 ○ The settlements constitute fraud on the bankruptcy court;
- 10 ○ Davis's claims are based on criminal activity;
- 11 ○ The Trustee is extinguishing \$75 million in legitimate claims for
- 12 \$200,000;
- 13 ○ The unanimous consent is forged;
- 14 ○ The settlements would irreparably harm the estate and creditors.

15 410. On December 10, 2024, the bankruptcy court approved the settlements
16 over Rajae's objections (ECF No. 159).

17 411. The settlement scheme constitutes the SECOND SERIES OF POST-
18 PETITION PREDICATE ACTS:

- 19 ○ Filing false declarations in settlement motions (§ 152(2));
- 20 ○ Filing forged unanimous consent dated October 14, 2024 (§ 152(4));
- 21 ○ Concealing the criminal basis of Davis's claims (§ 152(1));
- 22 ○ Executing bankruptcy fraud scheme to extinguish \$75 million claims
- 23 for \$200,000 (§ 157);
- 24 ○ Transmitting false settlement motions via electronic filing system (§
- 25 1343);
- 26 ○ These are POST-PETITION predicate acts because they occurred
- 27 September-December 2024, after the February 26, 2024 petition date;
- 28 ○ POST-PETITION Bankruptcy Fraud Predicate Acts #3-15.

1 412. On or about December 13, 2024, Davis paid \$100,000 to the Trustee as
2 the settlement payment for the Davis/TopDevz settlement.

3 413. This \$100,000 payment violated 18 U.S.C. § 1957 because:

- 4 ○ It was a monetary transaction of a value greater than \$10,000;
- 5 ○ The property involved represented proceeds of specified unlawful
6 activity (wire fraud, bank fraud, trade secret theft generating the funds
7 Davis used);
- 8 ○ The transaction was conducted through a financial institution;
- 9 ○ Davis knew the property was criminally derived.

10 414. This is a POST-PETITION money laundering predicate act occurring
11 December 13, 2024.

12 415. POST-PETITION Money Laundering Predicate Act #1.

13 **Phase 4: The Fraudulent Sale to Davis (April-August 2025) - POST-PETITION**

14 416. On April 2, 2025, the Trustee filed a motion to sell certain estate
15 property to Davis for \$100,000, specifically:

- 16 ○ "The estate's right to appeal the State Court judgment confirming the
17 arbitration award" (referring to the \$9.3 million VSDJ Judgment);
- 18 ○ "The State Court confirmation action";
- 19 ○ "The estate's interest in TopDevz, LLC";
- 20 ○ Related litigation rights.

21 417. The sale motion was transmitted via the bankruptcy court's electronic
22 filing system (interstate wire facility), constituting wire fraud under 18 U.S.C.
§ 1343.

23 418. The sale motion contained materially false statements:

- 24 ○ That Davis has legitimate authority over TopDevz;
- 25 ○ That the arbitration judgments were validly obtained;
- 26 ○ That Davis is a good faith purchaser;
- 27 ○ That the estate's claims against Davis have minimal value (proposing
28

1 to sell claims worth \$75 million for \$100,000);

- 2 ○ That the sale is in the best interest of the estate and creditors.

3 419. The Trustee concealed from the bankruptcy court:

- 4 ○ That Davis is the primary defendant in the very claims being sold;
- 5 ○ That Davis's express purpose in purchasing the claims is to dismiss
- 6 them and conceal his criminal conduct;
- 7 ○ That the claims are based on Davis's wire fraud, bank fraud, identity
- 8 theft, perjury, tax fraud, and trade secret theft;
- 9 ○ That Rajae had provided extensive evidence of the criminal activity;
- 10 ○ That selling claims to the defendant accused of crimes would ensure the
- 11 claims are never prosecuted.

12 420. Rajae filed vigorous opposition to the sale motion, arguing:

- 13 ○ Davis is not a good faith purchaser;
- 14 ○ Davis is buying the claims specifically to bury them;
- 15 ○ The sale is unconscionably below fair market value;
- 16 ○ The sale is procured through fraud;
- 17 ○ Davis lacks authority to act on behalf of TopDevz, rendering the
- 18 transaction void.

19 421. On July 30, 2025, the bankruptcy court issued an order approving the

20 sale (the "Sale Order").

21 422. The sale purportedly closed on August 14, 2025, with Davis paying an

22 additional \$100,000.

23 423. Davis's \$100,000 payment violated 18 U.S.C. § 1957 (monetary

24 transaction in criminally derived property over \$10,000).

25 424. This is a POST-PETITION money laundering predicate act occurring

26 in March 2025 (when paid).

27 425. POST-PETITION Money Laundering Predicate Act #2.

28 426. The California Court of Appeal acknowledged the sale, stating in its

1 October 6, 2025 order:

2 "This court has received the trustee's notice of assignment of the estate's appellate
3 rights to respondent Tyler Davis based on the bankruptcy court's order approving
4 the sale of the estate's rights in this appeal to Davis."

5 427. Immediately after purchasing the appellate rights, Davis filed a
6 stipulated request for dismissal, confirming that his purpose in purchasing the
7 claims was to extinguish them, not to prosecute them.

8 428. On October 6, 2025, the California Court of Appeal issued an order
9 stating:

10 "The court STAYS this appeal pending completion of Rajae's challenges to the sale
11 order, including the motion for reconsideration and any appeal of the sale order."

12 429. The stay order demonstrates the California appellate court's recognition
13 that the validity of the sale is seriously questionable.

14 430. The sale scheme constitutes the THIRD SERIES OF POST-PETITION
15 PREDICATE ACTS:

- 16 ○ Filing false declarations in sale motion (§ 152(2));
- 17 ○ Concealing Davis's criminal conduct from court (§ 152(1));
- 18 ○ Executing bankruptcy fraud scheme to sell claims to defendant (§ 157);
- 19 ○ Transmitting false sale motion via electronic filing system (§ 1343);
- 20 ○ Davis's payment of \$100,000 from criminally derived funds (§ 1957);
- 21 ○ These are POST-PETITION predicate acts because they occurred
22 April-August 2025, after the February 26, 2024 petition date;
- 23 ○ POST-PETITION Bankruptcy Fraud Predicate Acts #16-30.

24 431. The sale was specifically designed to:

- 25 ○ Transfer ownership of the RICO claims to the primary defendant;
- 26 ○ Ensure the claims would never be prosecuted;
- 27 ○ Legitimize Davis's criminal conduct through bankruptcy court
28 approval;
- Conceal the eight-year pattern of racketeering activity;

- Complete the transfer of TopDevz to Davis.

S. GBQ Partners' Acquisition and Continued Exploitation (February 2025-Present) - POST-PETITION PREDICATE ACTS

The Acquisition

432. In or around February 2025, Defendant GBQ Partners LLC acquired Talentcrowd, LLC for undisclosed consideration while:

- Multiple lawsuits were pending alleging trade secret theft, wire fraud, and related misconduct;
- Talentcrowd was identified as a defendant in federal and state court actions;
- Public disputes existed regarding Talentcrowd's formation and use of stolen TopDevz assets;
- Rajae's bankruptcy case was active with scheduled RICO claims against Talentcrowd worth tens of millions of dollars.

433. GBQ publicly announced the acquisition in a press release dated approximately January 31, 2025, stating that the transaction would provide GBQ with "access to on-demand talent solutions."

434. The press release stated that while separate brand names might be maintained, "the combined firm will operate as one team behind the scenes," constituting a de facto merger.

435. GBQ's due diligence prior to acquisition necessarily revealed:

- Court dockets showing Talentcrowd named as defendant in multiple cases;
- Allegations that Talentcrowd was formed using stolen TopDevz assets;
- That Lintz and Frye were defendants in trade secret theft litigation;
- The suspicious timeline (Talentcrowd formed February 8, 2022, just 33 days after disputed arbitration order);
- The identical business model between TopDevz and Talentcrowd;
- Lintz's admission that Talentcrowd had "no external funding";

- The impossibility of legitimately generating \$12 million in year-one revenue without pre-existing assets or substantial external investment.

436. Despite actual or constructive knowledge of these red flags, GBQ proceeded with the acquisition and:

- Retained Joshua Lintz as a principal operator of the Talentcrowd business;
- Retained Amanda Frye as Chief Executive Officer to continue leading operations;
- Retained Melissa Garcia as Chief Administrative Officer;
- Continued operating Talentcrowd from substantially the same location (125 S Highway 101, Suite 1060, Solana Beach, California);
- Continued servicing substantially the same clients using the same contractors;
- Continued using the same business systems, processes, and methodologies.

437. GBQ's retention of Lintz, Frye, and Garcia in leadership positions demonstrates:

- Knowledge that Talentcrowd's value was inseparable from these specific individuals;
- Knowledge that the business depended on the stolen database and methodologies that only these individuals could access and operate;
- Intent to continue exploiting the same assets that were the subject of litigation;
- Willingness to assume successor liability for the alleged misconduct.

Continuing POST-PETITION Exploitation of Stolen Trade Secrets

438. From February 2025 through December 2025 and continuing, GBQ has operated Talentcrowd using Plaintiffs' stolen trade secrets, including:

- The 2.5 million record proprietary database stolen in January 2022;
- Mobile Monster's sophisticated sourcing and recruiting methodologies;

- 1 ○ Client relationships established through TopDevz;
- 2 ○ Contractor databases and performance assessments;
- 3 ○ Operational systems and business processes developed by Plaintiffs.

4 439. GBQ's continued exploitation constitutes ongoing POST-PETITION
5 violations of 18 U.S.C. § 1832 (theft of trade secrets) because:

- 6 ○ Each day of use after February 26, 2024 is a continuing POST-
7 PETITION violation;
- 8 ○ GBQ knowingly uses trade secrets obtained through theft;
- 9 ○ GBQ intends to convert the trade secrets to its economic benefit;
- 10 ○ GBQ knows or should know the use injures Plaintiffs;
- 11 ○ The conduct affects interstate commerce;
- 12 ○ These violations occurred after February 26, 2024 and therefore are not
13 estate property under § 541(a)(1).

14 440. GBQ generates substantial revenue from the stolen assets:

- 15 ○ Estimated at \$50,000+ per day in billable services;
- 16 ○ Approximately \$15-20 million annually based on continued operations;
- 17 ○ From February 2025 through December 2025 (approximately 10
18 months): \$12-16 million in revenue derived from stolen trade secrets;
- 19 ○ Each transaction over \$10,000 derived from stolen assets constitutes
20 POST-PETITION money laundering under 18 U.S.C. § 1957.

21 441. GBQ's ongoing POST-PETITION conduct constitutes:

- 22 ○ Trade secret theft (§ 1832): Continuing daily violations from February
23 2025 through December 2025;
- 24 ○ February 2025-December 2025 = 300+ days = 300+ continuing POST-
25 PETITION violations;
- 26 ○ These are separate and distinct POST-PETITION predicate acts that
27 never became estate property;
- 28 ○ POST-PETITION Trade Secret Theft Predicate Acts #101-400.

- 1 ○ Money laundering (§ 1957): Estimated 200 monetary transactions over
2 \$10,000 in property derived from trade secret theft;
- 3 ○ Based on \$15-20 million annual revenue and typical IT staffing billing
4 (contracts \$20,000-\$500,000), GBQ conducts approximately 50-100
5 transactions over \$10,000 monthly;
- 6 ○ February-December 2025 (10 months) = approximately 200
7 transactions over \$10,000;
- 8 ○ Each transaction is a separate POST-PETITION violation occurring
9 after February 26, 2024;
- 10 ○ POST-PETITION Money Laundering Predicate Acts #3-202.
- 11 ○ Aiding and abetting: Under 18 U.S.C. § 1832(a)(5), conspiracy to
12 commit trade secret theft;
- 13 ○ Receipt of stolen property: Proceeds of racketeering activity;
- 14 ○ Successor liability: For all of Talentcrowd's prior RICO violations.

15 442. GBQ's liability under § 1832 for POST-PETITION violations is
16 established because:

- 17 ○ GBQ knowingly uses the stolen trade secrets (had actual or constructive
18 knowledge through due diligence);
- 19 ○ GBQ intends to convert them to its economic benefit (generates \$15-20
20 million annually);
- 21 ○ GBQ knows or should know the use injures Plaintiffs (pending
22 litigation at time of acquisition);
- 23 ○ The conduct affects interstate commerce (multi-state operations);
- 24 ○ All of GBQ's violations occurred after February 26, 2024 and therefore
25 provide independent basis for RICO liability unaffected by any
26 bankruptcy arguments.

27 **GBQ's Integration Into the Enterprise**

28 443. GBQ became a participant in the criminal enterprise upon acquiring
Talentcrowd because:

- GBQ knew or should have known about the pending litigation and

1 criminal allegations;

- 2 ○ GBQ chose to retain the same individuals accused of the theft;
- 3 ○ GBQ benefits from and perpetuates the pattern of racketeering activity;
- 4 ○ GBQ's business model (operating Talentcrowd) requires ongoing
- 5 commission of POST-PETITION predicate acts (trade secret theft,
- 6 money laundering);
- 7 ○ GBQ conducts transactions in criminally derived property through
- 8 financial institutions;
- 9 ○ All of GBQ's conduct is POST-PETITION, occurring after February
- 10 26, 2024.

11 444. GBQ's liability extends to all of Talentcrowd's conduct under successor

12 liability principles because the acquisition was a de facto merger with

13 substantial continuity of operations, management, and assets.

14 **T. Continuing POST-PETITION Violations (February 26, 2024-Present)**

15 445. As of the filing of this complaint in December 2025, Defendants

16 continue to engage in POST-PETITION racketeering activity, including:

17 **a. Ongoing POST-PETITION Trade Secret Violations by GBQ and**

18 **Talentcrowd (18 U.S.C. § 1832):**

- 19 ○ GBQ, through its Talentcrowd operations, continues to use Plaintiffs'
- 20 stolen 2.5 million record database daily;
- 21 ○ GBQ continues to service clients using Plaintiffs' stolen methodologies;
- 22 ○ GBQ continues to employ contractors sourced through Plaintiffs' stolen
- 23 recruiting database;
- 24 ○ Lintz and Frye continue to exploit their knowledge of the stolen systems
- 25 under GBQ's ownership;
- 26 ○ Each day of continued use after February 26, 2024 constitutes a
- 27 continuing POST-PETITION violation of § 1832;
- 28 ○ Estimated POST-PETITION violations: February 26, 2024-December
- 2025 = 650+ days of exploitation;
- These are POST-PETITION predicate acts that never became estate

1 property and provide independent basis for this action.

2 **b. Ongoing POST-PETITION Money Laundering by GBQ (18 U.S.C. § 1957):**

- 3 ○ GBQ conducts hundreds of monetary transactions over \$10,000 in
4 property derived from trade secret theft;
- 5 ○ Each transaction after February 26, 2024 is a separate POST-
6 PETITION violation of § 1957;
- 7 ○ Estimated 200+ POST-PETITION transactions from February 2025-
8 December 2025;
- 9 ○ These are POST-PETITION predicate acts that never became estate
10 property.

11 **c. Ongoing POST-PETITION Wire Fraud (18 U.S.C. § 1343):**

- 12 ○ Defendants continue to transmit fraudulent documents via courts'
13 electronic filing systems relying on the criminally procured orders;
- 14 ○ Each fraudulent court filing after February 26, 2024 is a separate POST-
15 PETITION wire fraud violation;
- 16 ○ Estimated 50+ POST-PETITION court filings from April 2024-
17 December 2025;
- 18 ○ These are POST-PETITION predicate acts that never became estate
19 property.

20 446. The pattern of racketeering activity is ongoing and continuous, with no
21 indication that Defendants intend to cease their illegal conduct.

22 447. GBQ's business model depends entirely on continued POST-
23 PETITION exploitation of the stolen assets, as evidenced by its retention of
24 Lintz and Frye (the only individuals with access to and knowledge of the
25 stolen database and systems).

26 448. These POST-PETITION predicate acts provide completely
27 independent basis for this RICO action because they:

- 28 ○ Did not exist on February 26, 2024 when Rajae filed bankruptcy;
- Never became property of the bankruptcy estate under 11 U.S.C. §
541(a)(1);

- 1 ○ Could not have been settled (many occurred after the September-
- 2 October 2024 settlements);
- 3 ○ Could not have been sold (many occurred after the August 14, 2025
- 4 sale closing);
- 5 ○ Belong to Rajae individually under federal bankruptcy law (post-
- 6 petition causes of action belong to the debtor) and to Mobile Monster
- 7 (non-debtor entity);
- 8 ○ Over 580 POST-PETITION predicate acts establish a complete RICO
- pattern independent of any pre-petition acts.

9 449. Even if every pre-petition act were somehow barred by bankruptcy
10 (which they are not for the nine reasons stated above), the POST-PETITION
11 acts alone—over 580 violations occurring after February 26, 2024—would
12 satisfy RICO's pattern requirement and support this entire action.

12 **VI. THE CRIMINAL ENTERPRISE**

13 450. At all times relevant herein, Defendants constituted an "enterprise" as
14 defined by 18 U.S.C. § 1961(4), which includes "any individual, partnership,
15 corporation, association, or other legal entity, and any union or group of
16 individuals associated in fact although not a legal entity."

17 451. The enterprise is an ongoing association-in-fact consisting of the
18 individual and corporate Defendants who functioned as a continuing unit for
19 common purposes, including:

- 19 ○ Unlawfully seizing control of TopDevz, LLC;
- 20 ○ Stripping Rajae of his 51% ownership interest and management rights;
- 21 ○ Destroying Mobile Monster's business relationship with TopDevz;
- 22 ○ Stealing and exploiting Plaintiffs' trade secrets valued at tens of
- 23 millions of dollars;
- 24 ○ Laundering criminal proceeds through TopDevz, Talentcrowd, and
- 25 other entities;
- 26 ○ Obstructing justice and defrauding government agencies (IRS, Small
- 27 Business Administration, bankruptcy court);

- 1 ○ Enriching themselves through proceeds of specified unlawful activity;
- 2 ○ Perpetuating and expanding the criminal operations through GBQ's
- 3 acquisition and continued exploitation.

4 452. The enterprise is separate and distinct from the pattern of racketeering
5 activity. The enterprise is the structure through which Defendants operated;
6 the pattern of racketeering activity is what Defendants did through that
7 structure.

8 453. The enterprise operated through a defined organizational structure with
9 distinct roles:

10 **a. Tyler Brandon Davis (Principal Organizer and Leader):**

- 11 ○ Orchestrated the overall scheme;
- 12 ○ Committed the initial predicate acts (embezzlement, PPP fraud, tax
13 fraud, identity theft);
- 14 ○ Directed the theft of trade secrets;
- 15 ○ Launched the wire fraud campaign targeting clients;
- 16 ○ Coordinated with all other Defendants;
- 17 ○ Recruited attorney Defendants and compensated them with criminally
18 derived funds;
- 19 ○ Orchestrated the post-petition bankruptcy fraud schemes;
- 20 ○ Personally profited tens of millions of dollars from the racketeering
21 activity.

22 **b. Attorney Defendants - Carpenter, Kirk, Scalia (Legal Cover / Wire Fraud
23 Executors):**

- 24 ○ Provided legitimacy through their status as licensed attorneys and
25 officers of the court;
- 26 ○ Transmitted hundreds of fraudulent documents via interstate wire
27 facilities (court electronic filing systems), each constituting wire fraud
28 under § 1343;
- Presented falsified evidence (tax returns) to arbitrators and courts;

- 1 ○ Assembled and filed Davis's three perjured declarations using Rajae's,
2 Mobile Monster's, and TopDevz's identity in connection with
3 California state felonies;
- 4 ○ Suborned perjury in violation of California Penal Code § 127;
- 5 ○ Forged TopDevz's legal representation in violation of California Penal
6 Code § 470;
- 7 ○ Threatened Plaintiffs with criminal prosecution and adverse
8 immigration consequences to coerce settlement and conceal crimes;
- 9 ○ Concealed evidence of the underlying crimes from arbitrators and
10 judges;
- 11 ○ Received millions of dollars in legal fees from criminally derived funds
12 held in the fraudulent JPMorgan Chase account, constituting money
13 laundering under § 1957;
- 14 ○ Recruited additional attorneys (Kirk recruited by Carpenter) to expand
15 the enterprise.

14 **c. Corporate Insiders - Lintz, Frye, Garcia (Operational Executors):**

- 15 ○ Executed the theft of trade secrets under Davis's direct orders, violating
16 18 U.S.C. § 1832;
- 17 ○ Operated the fraudulent "topdevz.io" domain to facilitate wire fraud;
- 18 ○ Transmitted fraudulent communications to clients via interstate wire
19 facilities, violating § 1343;
- 20 ○ Established and operated Talentcrowd as the primary money laundering
21 vehicle;
- 22 ○ Destroyed evidence (servers, Jira projects) to obstruct justice, violating
23 § 1512;
- 24 ○ Received hundreds of thousands of dollars in payments from criminally
25 derived funds, violating § 1957;
- 26 ○ Continue to operate Talentcrowd under GBQ's ownership using stolen
27 trade secrets through December 2025, committing continuing POST-
28 PETITION violations of § 1832;

- Facilitate GBQ's ongoing commission of POST-PETITION predicate acts.

d. Bailey (Post-Theft Legal Support):

- Joined the enterprise in June 2022 to provide legal representation for Talentcrowd parties;
- Made false statements to courts concealing the theft of trade secrets, violating § 1343;
- Continued representation after being put on notice multiple times of the criminal origins of Talentcrowd;
- Represented the Talentcrowd parties in the POST-PETITION fraudulent bankruptcy settlements;
- Received fees from criminally derived funds, violating § 1957.

e. Hays (POST-PETITION Bankruptcy Fraud Architect):

- Joined the enterprise in 2023-2024 to execute the POST-PETITION bankruptcy fraud schemes;
- Filed false declarations under penalty of perjury in bankruptcy court, violating § 152(2);
- Orchestrated the conversion (POST-PETITION Predicate Act #1), settlements (POST-PETITION Acts #3-15), and sale (POST-PETITION Acts #16-30);
- Transmitted fraudulent documents via court's electronic filing system, violating § 1343;
- Hays's role was entirely POST-PETITION.

f. Wood (Intelligence and Evidence Destruction):

- Provided Davis with intelligence by accessing Rajae's personal email;
- Deleted exculpatory evidence Rajae needed for his defense, violating § 1512;
- Monitored attorney-client communications to assist Davis's legal strategy.

1 **g. GBQ Partners LLC (Successor and Continuing POST-PETITION**
2 **Participant):**

- 3 ○ Joined the enterprise in February 2025 by acquiring Talentcrowd with
4 knowledge of pending litigation;
- 5 ○ Continued the exploitation of stolen trade secrets, committing ongoing
6 POST-PETITION violations of § 1832;
- 7 ○ Conducts hundreds of POST-PETITION monetary transactions over
8 \$10,000 in criminally derived property, violating § 1957;
- 9 ○ Retained the original thieves (Lintz, Frye, Garcia) to operate the stolen
10 business;
- 11 ○ Generates \$15-20 million annually from stolen assets (all POST-
12 PETITION);
- 13 ○ Expanded the criminal enterprise geographically and financially;
- 14 ○ Provides additional resources and legitimacy to perpetuate the scheme;
- 15 ○ All of GBQ's conduct constitutes POST-PETITION predicate acts
16 occurring after February 26, 2024;
- 17 ○ GBQ's role is to continue the enterprise through POST-PETITION
18 racketeering.

18 **h. Corporate Entities - Talentcrowd, Porter, Mason (Instrumentalities):**

- 19 ○ Served as vehicles for laundering proceeds, violating §§ 1956 and 1957;
- 20 ○ Facilitated wire transfers and monetary transactions;
- 21 ○ Concealed beneficial ownership and control;
- 22 ○ Allowed Defendants to operate through corporate forms to obscure
23 criminal activity;
- 24 ○ Talentcrowd continues operations under GBQ ownership committing
25 POST-PETITION violations.

26 454. The enterprise engaged in, and its activities affected, interstate and
27 foreign commerce through:

- 28 ○ Wire communications transmitted across state lines and international

1 borders (United States to Canada);

- 2 ○ Transactions involving FDIC-insured banks operating in interstate
- 3 commerce (Wells Fargo, JPMorgan Chase, Tri Counties Bank);
- 4 ○ Contracts with clients and contractors located throughout the United
- 5 States and Canada;
- 6 ○ Theft and exploitation of TopDevz's nationwide and international
- 7 business operations generating \$30 million in revenue;
- 8 ○ Fraudulent transmissions to federal agencies (IRS, SBA) via interstate
- 9 wire facilities;
- 10 ○ Use of courts' interstate electronic filing systems (CM/ECF and state
- 11 equivalents);
- 12 ○ Operation of Talentcrowd servicing clients in multiple states using
- 13 stolen trade secrets;
- 14 ○ GBQ's multi-state operations spanning Ohio, California, and other
- 15 jurisdictions.

15 455. The enterprise has operated continuously from at least May 2017
16 through December 2025 (over 8 years), evolving in sophistication and
17 expanding to include additional participants as circumstances required, with
18 GBQ's acquisition in 2025 representing the latest expansion and perpetuation
19 of the enterprise.

20 456. The enterprise functions through:

- 21 ○ Regular communications among co-conspirators (emails, telephone
- 22 calls, meetings, coordinated legal filings);
- 23 ○ Coordination of criminal activities (simultaneous incorporation of
- 24 Talentcrowd, coordinated trade secret theft, synchronized wire fraud
- 25 campaign, coordinated bankruptcy fraud scheme, GBQ's strategic
- 26 acquisition);
- 27 ○ Common goal of profiting from and concealing the pattern of
- 28 racketeering activity;
- Shared financial benefits (attorney fees, Talentcrowd revenues,
- payments from fraudulent JPMorgan account, GBQ's ongoing revenues

1 from stolen assets);

- 2 ○ Hierarchical structure with Davis as principal organizer, other
- 3 Defendants performing specialized roles, and GBQ now serving as the
- 4 continuing operational entity.

5 457. Evidence of the enterprise's coordinated nature includes:

- 6 ○ Synchronized timing: Talentcrowd incorporated 33 days after Interim
- 7 Order No. 4; trade secret theft, wire fraud campaign, Talentcrowd
- 8 formation occurring in 8-week window; GBQ's acquisition strategically
- 9 timed after bankruptcy settlements;
- 10 ○ Financial connections: Money flowed from TopDevz JPMorgan to
- 11 attorneys (\$230,000+), to Talentcrowd (\$838,554), to Lintz (\$722,335),
- 12 and now to GBQ (millions in ongoing revenue);
- 13 ○ Express admissions: Lintz stated he formed Talentcrowd "with express
- 14 authorization of Davis"; Davis admitted ordering Garcia to download
- 15 files; GBQ announced it will operate "as one team";
- 16 ○ Recruitment pattern: Kirk recruited by Carpenter; Hays recruited for
- 17 bankruptcy expertise; GBQ recruited by acquiring Talentcrowd and
- 18 retaining the thieves;
- 19 ○ Unified approach: GBQ's retention of Lintz/Frye demonstrates
- 20 agreement to continue exploitation.

21 **VII. THE PATTERN OF RACKETEERING ACTIVITY**

22 **A. Pattern Definition and Requirements**

23 458. Defendants have engaged in a "pattern of racketeering activity" as

24 defined by 18 U.S.C. §§ 1961(1) and (5).

25 459. 18 U.S.C. § 1961(1) defines "racketeering activity" to include any act

26 indictable under enumerated federal statutes, including: 18 U.S.C. § 1343

27 (wire fraud), § 1344 (bank fraud), §§ 1028 and 1028A (identity theft), §§

28 1831-1832 (trade secret theft), §§ 1956-1957 (money laundering), § 1512

(obstruction), § 152 (bankruptcy fraud), § 157 (bankruptcy fraud scheme), and

26 U.S.C. §§ 7201 and 7206 (tax crimes).

460. 18 U.S.C. § 1961(5) defines "pattern of racketeering activity" as

1 requiring at least two acts of racketeering activity within ten years of each
2 other.

3 461. Here, Defendants committed over 750 separate acts of racketeering
4 activity spanning over eight years (May 2017 through December 2025), far
5 exceeding the statutory minimum.

6 462. For purposes of analyzing bankruptcy-related standing issues and
7 demonstrating the timeliness and scope of Plaintiffs' claims, the pattern is
8 divided into:

- 9 ○ PRE-PETITION PREDICATE ACTS: May 2017 - February 25, 2024
10 (over 600 acts)
- 11 ○ POST-PETITION PREDICATE ACTS: February 26, 2024 - December
12 2025 (over 580 acts)

13 463. The POST-PETITION predicate acts are critical because:

- 14 ○ They occurred after Rajae filed bankruptcy on February 26, 2024;
- 15 ○ They did not exist on the petition date and therefore never became
16 estate property under 11 U.S.C. § 541(a)(1);
- 17 ○ Post-petition causes of action belong to the debtor individually under
18 federal bankruptcy law, not to the estate;
- 19 ○ They could not have been settled (many occurred after the September-
20 October 2024 settlements);
- 21 ○ They could not have been sold to Davis (many occurred after the
22 August 14, 2025 sale closing);
- 23 ○ Rajae has unassailable standing for injuries from POST-PETITION
24 predicate acts;
- 25 ○ Mobile Monster (non-debtor) has standing for all pre-petition and
26 POST-PETITION acts;
- 27 ○ The POST-PETITION acts alone (over 580 violations) satisfy RICO's
28 pattern requirement and provide independent basis for this action.

464. The pattern demonstrates both "relationship" and "continuity" as
required by federal case law.

1 **B. PRE-PETITION PREDICATE ACTS (May 2017 - February 25, 2024)**

2 **Overview of Pre-Petition Pattern**

3 465. From May 2017 through February 25, 2024 (the day before Rajae filed
4 bankruptcy), Defendants committed over 600 predicate acts to seize TopDevz,
5 destroy Mobile Monster's business, steal trade secrets, and procure fraudulent
6 judgments.

7 466. These pre-petition predicate acts established the foundation for the
8 POST-PETITION bankruptcy fraud schemes that followed.

9 **Wire Fraud (18 U.S.C. § 1343) - Over 250 Pre-Petition Violations**

10 467. 18 U.S.C. § 1343 criminalizes: "Whoever, having devised or intending
11 to devise any scheme or artifice to defraud, or for obtaining money or property
12 by means of false or fraudulent pretenses, representations, or promises,
13 transmits or causes to be transmitted by means of wire, radio, or television
14 communication in interstate or foreign commerce, any writings, signs, signals,
15 pictures, or sounds for the purpose of executing such scheme or artifice."

16 468. Elements: (1) a scheme to defraud; (2) use of interstate wire
17 communications; (3) intent to defraud; (4) materiality of the
18 misrepresentations.

19 **Pre-Petition Wire Fraud Predicate Acts:**

20 469. May 3, 2017: Wire transfer of \$250,000 embezzled from Porter
21 partnership to Mobile Monster/TopDevz via interstate banking system,
22 transmitted in furtherance of scheme to defraud Rajae about Davis's
23 "personal investment"—Pre-Petition Wire Fraud Predicate Act #1.

24 470. May 24, 2017: Wire transfer of \$250,000 embezzled from Porter to
25 Mobile Monster/TopDevz—Pre-Petition Wire Fraud Predicate Act #2.

26 471. November 22, 2017: Wire transfer of \$250,000 embezzled from Porter
27 to Mobile Monster/TopDevz—Pre-Petition Wire Fraud Predicate Act #3.

28 472. December 3, 2020: Wire transfer of \$37,240 from Porter's PPP loan
account (ending in 8768) to Mason Building & Design to launder loan
proceeds—Pre-Petition Wire Fraud Predicate Act #4.

473. January 7, 2022: Email transmission from Carpenter to Wells Fargo

1 Bank and its counsel containing false statements to fraudulently seize
2 TopDevz's Wells Fargo account—Pre-Petition Wire Fraud Predicate Act #5.

3 474. January 20-31, 2022: Transmission of hundreds of fraudulent mass
4 emails to TopDevz clients nationwide via the fake topdevz.io domain, each
5 directing clients to wire payments to the fraudulent JPMorgan Chase
6 account—Pre-Petition Wire Fraud Predicate Acts #6-100 (each separate email
to each separate client constitutes a separate violation).

7 475. January 21, 2022: Email transmission of forged TopDevz stock
8 certificates from Carpenter showing Davis with 95.308% ownership—Pre-
9 Petition Wire Fraud Predicate Act #101.

10 476. February-March 2022: Email transmissions of forged termination
11 letters to TopDevz clients (including DriveTime, Origin63, and others)—Pre-
Petition Wire Fraud Predicate Acts #102-120.

12 477. February 2022: Electronic transmission of fraudulent IRS Form 1099-
13 NEC to the Internal Revenue Service using Rajae's identity—Pre-Petition
14 Wire Fraud Predicate Act #121.

15 478. Throughout 2021-February 25, 2024: Transmission of over 130
16 fraudulent pleadings, declarations, petitions, memoranda, and motions via
17 courts' interstate electronic filing systems (CM/ECF in federal courts;
18 TrueFiling and similar systems in state courts) falsely representing Davis's
19 authority, TopDevz's status, and the validity of the arbitration proceedings—
Pre-Petition Wire Fraud Predicate Acts #122-250 (each separate court filing
transmitted electronically constitutes a separate violation).

20 479. Examples include:

- 21 ○ November 2, 2022: Joint Memorandum (Carpenter & Kirk);
- 22 ○ December 2, 2022: Kirk's Notice of Appearance;
- 23 ○ December 15, 2022: Kirk's dismissal of TopDevz's claims;
- 24 ○ December 29, 2022: Joint Memorandum (Carpenter & Kirk);
- 25 ○ January 22, 2024: Carpenter declaration;
- 26 ○ Numerous arbitration, state court, and federal court filings through
27 February 25, 2024.

1 **Total Pre-Petition Wire Fraud Violations: 250+**

2 **Bank Fraud (18 U.S.C. § 1344) - 4 Pre-Petition Violations**

3 480. 18 U.S.C. § 1344 criminalizes: "Whoever knowingly executes, or
4 attempts to execute, a scheme or artifice (1) to defraud a financial institution;
5 or (2) to obtain any of the moneys, funds, credits, assets, securities, or other
6 property owned by, or under the custody or control of, a financial institution,
by means of false or fraudulent pretenses, representations, or promises."

7 481. Elements: (1) scheme to defraud a financial institution; (2) the
8 institution is federally insured; (3) knowing execution or attempt.

9 **Pre-Petition Bank Fraud Predicate Acts:**

10 482. April 19, 2020: Davis submitted false PPP loan application to the Small
11 Business Administration and Tri Counties Bank (FDIC-insured), concealing
12 Belluomini's 20% ownership of Porter, concealing tax liens, and falsely
13 certifying accuracy under penalty of perjury, fraudulently obtaining \$328,300
in loan proceeds—Pre-Petition Bank Fraud Predicate Act #1.

14 483. January 7, 2022: Carpenter transmitted false communications to Wells
15 Fargo Bank, N.A. (FDIC-insured) and its counsel to fraudulently seize control
16 of TopDevz's Wells Fargo account ending in 1128—Pre-Petition Bank Fraud
Predicate Act #2.

17 484. January 19, 2022: Davis fraudulently opened a new bank account for
18 TopDevz at JPMorgan Chase Bank, N.A. (FDIC-insured) using false
19 documentation, forged stock certificates, and Rajae's personally identifiable
20 information without authorization—Pre-Petition Bank Fraud Predicate Act
#3.

21 485. January-March 2022: Inducing TopDevz clients to wire funds to the
22 fraudulent JPMorgan Chase account through the coordinated wire fraud
23 campaign described above—Pre-Petition Bank Fraud Predicate Act #4
24 (scheme to obtain property under custody of FDIC-insured bank through false
pretenses).

25 **Total Pre-Petition Bank Fraud Violations: 4**

26 **Identity Theft (18 U.S.C. §§ 1028 and 1028A) - 18 Pre-Petition Violations**

27 486. 18 U.S.C. § 1028(a)(7) criminalizes: "knowingly transfers, possesses,
28

1 or uses, without lawful authority, a means of identification of another person
2 with the intent to commit, or to aid or abet, or in connection with, any unlawful
3 activity that constitutes a violation of Federal law, or that constitutes a felony
4 under any applicable State or local law."

487. 18 U.S.C. § 1028A criminalizes aggravated identity theft: "knowingly
5 transfers, possesses, or uses, without lawful authority, a means of
6 identification of another person... during and in relation to" enumerated
7 felonies including wire fraud, bank fraud, and tax fraud.

488. "Means of identification" includes: name, Social Security number, tax
8 identification number, company name, and other personally identifiable
9 information.

10 **Pre-Petition Identity Theft Predicate Acts:**

11 489. October 2017 (filed 2018): Using Rajae's Social Security number and
12 tax identification information to file TopDevz's fraudulent 2017 federal
13 partnership tax return (Form 1065) showing Davis's false \$750,000 capital
14 contribution—Pre-Petition Identity Theft Predicate Acts #1 (§ 1028) and #1A
15 (§ 1028A - aggravated identity theft in connection with tax fraud under 26
U.S.C. § 7206).

16 490. 2018 (filed 2019): Using Rajae's identification to file TopDevz's
17 fraudulent 2018 tax return—Pre-Petition Identity Theft Predicate Acts #2 (§
1028) and #2A (§ 1028A).

18 491. 2019 (filed 2020): Using Rajae's identification to file TopDevz's
19 fraudulent 2019 tax return—Pre-Petition Identity Theft Predicate Acts #3 (§
20 1028) and #3A (§ 1028A).

21 492. 2020 (filed 2021): Using Rajae's identification to file TopDevz's
22 fraudulent 2020 tax return showing Davis's false \$37,240 capital
23 contribution—Pre-Petition Identity Theft Predicate Acts #4 (§ 1028) and #4A
(§ 1028A).

24 493. January 19, 2022: Using Rajae's Employer Identification Number
25 (EIN) and personally identifiable information to fraudulently open the
26 JPMorgan Chase bank account—Pre-Petition Identity Theft Predicate Acts #5
27 (§ 1028) and #5A (§ 1028A - aggravated identity theft in connection with
28 bank fraud under § 1344).

1 494. February 2022: Using Rajae's Social Security number to file
2 fraudulent IRS Form 1099-NEC showing \$2,880,979.26 in false income—
3 Pre-Petition Identity Theft Predicate Acts #6 (§ 1028) and #6A (§ 1028A -
4 aggravated identity theft in connection with wire fraud under § 1343).

5 **Identity Theft Connected to California State Felonies:**

6 495. November 2, 2022: Davis, aided and abetted by attorneys Carpenter and
7 Kirk, knowingly used without lawful authority means of identification of
8 Rajae, Mobile Monster, and TopDevz (names, legal identities, positions,
9 relationships) in a declaration filed under penalty of perjury stating "After
10 Order No. 4 was issued on January 6, 2022, I became the managing member
of TopDevz, LLC," with the intent to commit and in connection with
California state felonies including:

- 11 ○ Perjury by declaration (Cal. Pen. Code § 118a) - willfully stating as true
12 under oath material matters known to be false;
- 13 ○ Conspiracy to cheat and defraud (Cal. Pen. Code § 182(4)) - conspiracy
14 to obtain money and property by means which are in themselves
criminal;
- 15 ○ Conspiracy to obstruct justice (Cal. Pen. Code § 182(5)) - conspiracy
16 to pervert or obstruct justice or the due administration of laws;
- 17 ○ Conspiracy to falsely move action (Cal. Pen. Code § 182(3)) -
18 conspiracy to falsely move or maintain the prohibited dissolution
proceeding in arbitration;
- 19 ○ Forgery (Cal. Pen. Code § 470) - Kirk forging TopDevz's legal
20 representation by signing as attorney without authority;
- 21 ○ Subornation of perjury (Cal. Pen. Code § 127) - Carpenter and Kirk
22 procuring Davis to commit perjury and presenting his false declarations
23 to court;
- 24 ○ The use of Rajae's, Mobile Monster's, and TopDevz's names was at
25 the "crux" of the crime because without this identifying information,
26 Davis could not deceive the court that he had authority to act on
TopDevz's behalf or that TopDevz was joining his petition;
- 27 ○ The declaration was transmitted via interstate wire facility (court's
28

1 electronic filing system), also violating § 1343;

- 2 ○ Pre-Petition Identity Theft Predicate Acts #7 (§ 1028(a)(7) - in
3 connection with California state felonies) and #7A (§ 1028A -
4 aggravated identity theft in connection with wire fraud § 1343).

5 496. December 29, 2022: Davis, aided and abetted by Carpenter and Kirk,
6 filed a second declaration under penalty of perjury repeating the same false
7 statement ("After Order No. 4 was issued on January 6, 2022, I became the
8 managing member of TopDevz, LLC"), using Rajae's, Mobile Monster's, and
9 TopDevz's identity in connection with the same California state felonies (§§
10 118a, 182(3), 182(4), 182(5), 470, 127), transmitted via interstate wire
11 facility—Pre-Petition Identity Theft Predicate Acts #8 (§ 1028(a)(7)) and #8A
12 (§ 1028A).

13 497. June 26, 2023: Davis, aided and abetted by Carpenter and Kirk, filed a
14 third declaration under penalty of perjury repeating the same false statement
15 for the third time, using Rajae's, Mobile Monster's, and TopDevz's identity
16 in connection with the same California state felonies, transmitted via interstate
17 wire facility—Pre-Petition Identity Theft Predicate Acts #9 (§ 1028(a)(7)) and
18 #9A (§ 1028A).

19 498. In these three declarations, Davis used Rajae's, Mobile Monster's, and
20 TopDevz's identifying information nearly 60 times to perpetrate the following
21 specific criminal acts using their identities:

- 22 ○ Granting Davis rights as manager of TopDevz (Rajae/TopDevz never
23 authorized);
24 ○ Retaining attorney Kirk as counsel for TopDevz (TopDevz never
25 authorized);
26 ○ TopDevz "joining" Davis's petition during confirmation proceedings
27 (TopDevz never authorized);
28 ○ TopDevz pursuing a "manager removal" claim (TopDevz never filed
such claim);
○ TopDevz pursuing a \$7.6 million judgment from a non-existent claim
(TopDevz filed no claim);
○ TopDevz agreeing to judicial dissolution by way of arbitration

(TopDevz never agreed).

499. The identity theft was the essential mechanism that enabled Davis to obtain the \$12+ million in fraudulent judgments, and the identity information was the "crux" of the criminal scheme.

500. The attorney conspiracy to assemble and file these perjured declarations violated:

- o California Penal Code § 127 (subornation of perjury);
- o California Penal Code § 182(1), (3), (4), (5) (conspiracy);
- o 18 U.S.C. § 1343 (wire fraud through filing);
- o 18 U.S.C. § 2 (aiding and abetting).

Total Pre-Petition Identity Theft Violations: 9 under § 1028(a)(7), plus 9 aggravated identity theft enhancements under § 1028A = 18 total pre-petition identity theft violations

Theft of Trade Secrets (18 U.S.C. § 1832) - 100 Pre-Petition Violations

501. 18 U.S.C. § 1832(a) criminalizes: "Whoever, with intent to convert a trade secret, that is related to a product or service used in or intended for use in interstate or foreign commerce, to the economic benefit of anyone other than the owner thereof, and intending or knowing that the offense will, injure any owner of that trade secret, knowingly... (1) steals, or without authorization appropriates, takes, carries away, or conceals, or by fraud, artifice, or deception obtains such information."

502. Elements: (1) trade secret exists; (2) related to product/service in interstate commerce; (3) defendant knowingly stole or obtained by fraud; (4) intent to convert to economic benefit of another; (5) intent or knowledge it would injure owner.

Pre-Petition Trade Secret Theft Predicate Acts:

503. January 6-14, 2022: Garcia downloaded 3,784 confidential files under Davis's direct orders—Pre-Petition Trade Secret Theft Predicate Acts #1-10 (alleged collectively for pleading purposes).

504. January 14, 2022: Frye downloaded the entire TopDevz Zoho Recruit recruiting database containing thousands of contractor records—Pre-Petition

1 Trade Secret Theft Predicate Act #11.

2 505. January 15, 2022: Transfer of stolen database and files to the fraudulent
3 topdevz.io domain—Pre-Petition Trade Secret Theft Predicate Act #12.

4 506. February 2022-February 25, 2024: Ongoing use and exploitation of
5 stolen trade secrets by Talentcrowd (under Lintz, Frye, and Garcia) to service
6 clients, manage contractors, and generate over \$40 million in revenue during
7 this pre-petition period (approximately 730 days of daily exploitation)—Pre-
8 Petition Trade Secret Theft Predicate Acts #13-100 (alleged collectively,
representing continuous daily violations).

9 **Total Pre-Petition Trade Secret Theft Violations: 100**

10 **Money Laundering (18 U.S.C. §§ 1956 and 1957) - 150 Pre-Petition Violations**

11 **Promotional Money Laundering (§ 1956):**

12 507. 18 U.S.C. § 1956(a)(1)(A)(i) criminalizes: conducting financial
13 transactions involving proceeds of specified unlawful activity with intent to
14 promote the carrying on of specified unlawful activity.

15 508. March 2022-January 2023: Wire transfers totaling \$838,554.30 from
16 TopDevz's JPMorgan Chase account to Talentcrowd, LLC, using proceeds of
17 wire fraud, bank fraud, and trade secret theft to establish and promote
18 Talentcrowd's ongoing exploitation of the stolen assets—Pre-Petition
Promotional Money Laundering Predicate Acts #1-20 (multiple transactions
aggregated for pleading purposes).

19 509. March-May 2022: Wire transfers totaling \$722,335.83 to Lintz
20 personally to compensate him for organizing and operating Talentcrowd—
21 Pre-Petition Promotional Money Laundering Predicate Acts #21-40.

22 **Transactional Money Laundering (§ 1957):**

23 510. 18 U.S.C. § 1957(a) criminalizes: "Whoever... knowingly engages or
24 attempts to engage in a monetary transaction in criminally derived property of
a value greater than \$10,000 and is derived from specified unlawful activity."

25 511. Elements: (1) monetary transaction; (2) in criminally derived property;
26 (3) property value over \$10,000; (4) derived from specified unlawful activity;
27 (5) affecting interstate commerce; (6) defendant knew property was criminally
28 derived.

1 512. "Specified unlawful activity" includes wire fraud (§ 1343), bank fraud
2 (§ 1344), trade secret theft (§ 1832), and any offense involving fraud in
3 connection with identification documents (§ 1028).

4 **Pre-Petition Transactional Money Laundering Predicate Acts:**

5 513. Throughout 2022-February 25, 2024: Hundreds of monetary
6 transactions over \$10,000 from the TopDevz JPMorgan Chase account
7 involving criminally derived property, including:

- 8 ○ February 28, 2022: \$43,768 to Cummins & White, LLP (Carpenter);
- 9 ○ June 12, 2022: \$70,000 to Cummins & White, LLP;
- 10 ○ July 7, 2022: \$83,000 to Cummins & White, LLP;
- 11 ○ March 2023: \$30,000 to Kirk & Toberty (Kirk);
- 12 ○ 2022: \$4,135 to Purdy & Bailey, LLP (Bailey);
- 13 ○ March-May 2022: Multiple transactions totaling \$722,335.83 to Lintz;
- 14 ○ March 2022-January 2023: Multiple transactions totaling \$838,554.30
15 to Talentcrowd;
- 16 ○ Throughout 2022-February 2024: Hundreds of other transactions over
17 \$10,000 to contractors, vendors, and co-conspirators, totaling
18 approximately \$15 million;
- 19 ○ Pre-Petition Transactional Money Laundering Predicate Acts #41-150
20 (representing the major transactions, with hundreds of additional
21 smaller transactions aggregated).

22 **Total Pre-Petition Money Laundering Violations: 150**

23 **Tax Crimes (26 U.S.C. §§ 7201 and 7206) - 10 Pre-Petition Violations**

24 514. 18 U.S.C. § 1961(1) explicitly includes as racketeering activity: "any
25 act which is indictable under title 26, United States Code, section 7201
26 (relating to income tax evasion), section 7206 (relating to false tax returns)."

27 515. 26 U.S.C. § 7201 criminalizes tax evasion: "Any person who willfully
28 attempts in any manner to evade or defeat any tax imposed by this title or the
payment thereof shall... be guilty of a felony."

516. 26 U.S.C. § 7206 criminalizes filing false returns: "Any person who...

(1) Willfully makes and subscribes any return, statement, or other document, which contains or is verified by a written declaration that it is made under the penalties of perjury, and which he does not believe to be true and correct as to every material matter... shall be guilty of a felony."

Pre-Petition Tax Fraud Predicate Acts:

517. 2017 (filed 2018): Davis caused TopDevz's 2017 federal partnership tax return to be filed under penalty of perjury with material false statements crediting Davis with a personal \$750,000 capital contribution (when it actually came from Porter partnership)—Pre-Petition Tax Fraud Predicate Acts #1 (§ 7206 - false return) and #1A (§ 7201 - tax evasion).

518. 2018 (filed 2019): Fraudulent TopDevz 2018 tax return—Pre-Petition Tax Fraud Predicate Acts #2 (§ 7206) and #2A (§ 7201).

519. 2019 (filed 2020): Fraudulent TopDevz 2019 tax return—Pre-Petition Tax Fraud Predicate Acts #3 (§ 7206) and #3A (§ 7201).

520. 2020 (filed 2021): Fraudulent TopDevz 2020 tax return crediting Davis with false \$37,240 capital contribution—Pre-Petition Tax Fraud Predicate Acts #4 (§ 7206) and #4A (§ 7201).

521. 2017 (filed 2018): Davis filed Porter's 2017 federal tax return using Schedule C (sole proprietorship) instead of Form 1065 (partnership) to conceal the \$750,000 distribution to Davis—Pre-Petition Tax Fraud Predicate Acts #5 (§ 7206) and #5A (§ 7201).

522. The tax fraud resulted in:

- o Davis evading hundreds of thousands of dollars in federal income taxes;
- o Creation of false documentary evidence used to defraud the arbitrator and courts;
- o False K-1 forms showing Davis's purported ownership interests;
- o Harm to the U.S. Treasury through unpaid taxes;
- o Harm to Rajae through use of his identity in the fraud.

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1 **Total Pre-Petition Tax Fraud Violations: 10 (5 false returns under § 7206 + 5**
2 **tax evasion acts under § 7201)**

3 **Obstruction of Justice (18 U.S.C. § 1512) - 12 Pre-Petition Violations**

4 523. 18 U.S.C. § 1512(c)(1) criminalizes: "Whoever corruptly... alters,
5 destroys, mutilates, or conceals a record, document, or other object, or
6 attempts to do so, with the intent to impair the object's integrity or availability
for use in an official proceeding."

7 524. Elements: (1) knowingly destroying/concealing documents or tangible
8 objects; (2) with intent to impair availability in official proceeding; (3) in
9 proceeding before court or federal agency.

10 **Pre-Petition Obstruction Predicate Acts:**

11 525. January 15, 2022: Davis and Lintz physically seized and destroyed or
12 concealed TopDevz's computer servers, hard drives, and storage devices from
13 the La Jolla office, containing thousands of gigabytes of evidence relevant to
14 the arbitration, state court proceedings, and anticipated federal proceedings—
Pre-Petition Obstruction Predicate Act #1 (§ 1512(c)(1)).

15 526. May 26, 2022: Lintz permanently deleted over 130 TopDevz client
16 projects from the Jira project management system, which contained complete
17 project histories, client communications, source code, time tracking records,
18 and thousands of attachments—Pre-Petition Obstruction Predicate Act #2 (§
1512(c)(1)).

19 527. February 2021-February 2022: Wood accessed Rajae's personal email
20 account (rajae.ashkan@gmail.com) without authorization and deleted
21 exculpatory emails and evidence, with intent to impair availability of evidence
22 in the arbitration and related proceedings—Pre-Petition Obstruction Predicate
Acts #3-12 (§ 1512(c)(1)) (multiple deletions over extended period).

23 **Total Pre-Petition Obstruction Violations: 12**

24 **Summary of Pre-Petition Pattern:**

- 25 528. Total Pre-Petition Predicate Acts (May 2017 - February 25, 2024):
- 26 ○ Wire Fraud (§ 1343): 250+ violations
 - 27 ○ Bank Fraud (§ 1344): 4 violations

- 1 ○ Identity Theft (§§ 1028, 1028A): 18 violations (9 basic + 9 aggravated)
- 2 ○ Trade Secret Theft (§ 1832): 100 violations
- 3 ○ Money Laundering (§§ 1956, 1957): 150 violations
- 4 ○ Tax Crimes (§§ 7201, 7206): 10 violations
- 5 ○ Obstruction (§ 1512): 12 violations
- 6 ○ TOTAL PRE-PETITION: Over 600 predicate acts

7 **C. POST-PETITION PREDICATE ACTS (February 26, 2024 - December**
8 **2025)**

9 **Overview of Post-Petition Pattern**

10 529. After Rajae filed bankruptcy on February 26, 2024, Defendants
11 committed over 580 additional predicate acts to extinguish the RICO claims,
12 complete the transfer of ownership to Davis, and continue exploiting the
13 stolen assets through GBQ.

14 530. These POST-PETITION predicate acts are CRITICAL because:

- 15 ○ They occurred after February 26, 2024 and therefore did not exist when
16 the bankruptcy was filed;
- 17 ○ They never became estate property under 11 U.S.C. § 541(a)(1) because
18 causes of action arising after the petition date are not property of the
19 estate;
- 20 ○ Post-petition causes of action belong to the debtor individually under
21 federal bankruptcy law, not to the bankruptcy estate;
- 22 ○ They could not have been settled by the Trustee (settlements signed
23 September-October 2024, but many POST-PETITION acts occurred
24 after these dates);
- 25 ○ They could not have been sold to Davis (sale closed August 14, 2025,
26 but many POST-PETITION acts occurred after this date, particularly
27 GBQ's exploitation from August 14-December 31, 2025);
- 28 ○ Rajae has unassailable standing for POST-PETITION claims
 regardless of any bankruptcy issues;
- Mobile Monster (non-debtor) has standing for all pre-petition and

1 POST-PETITION acts;

- 2 ○ The POST-PETITION acts alone (over 580 violations) satisfy RICO's
3 pattern requirement (far exceeding the minimum two acts) and provide
4 complete, independent basis for this action.

5 531. Over 580 POST-PETITION acts demonstrate the continuing nature of
6 the enterprise and provide independent grounds unaffected by bankruptcy:

7 **POST-PETITION Bankruptcy Fraud (18 U.S.C. §§ 152 and 157) - 30 Violations**

8 532. 18 U.S.C. § 1961(1)(F) explicitly includes as racketeering activity: "any
9 act which is indictable under section 152 (relating to concealment of assets;
false oaths and claims; bribery)."

10 533. 18 U.S.C. § 152 criminalizes multiple bankruptcy-related offenses:

- 11 ○ (1) Concealment of assets or property belonging to the estate;
12 ○ (2) Making a false oath or account;
13 ○ (4) Withholding, falsifying, or making false entries in documents;
14 presenting false claims.

15 534. 18 U.S.C. § 157 criminalizes bankruptcy fraud schemes: devising or
16 intending to devise a scheme or artifice to defraud in connection with a
17 bankruptcy case, or to obtain money or property of the estate by false
pretenses, representations, or promises.

18 **POST-PETITION Bankruptcy Fraud Predicate Acts:**

19 **FIRST POST-PETITION PREDICATE ACT: The Conversion Order (May 9,**
20 **2024)**

21 535. April 8, 2024: Hays filed declaration under penalty of perjury in motion
22 to convert (ECF No. 19) stating "Tyler Davis, the managing member of
23 TopDevz, LLC" and similar false statements, transmitted via bankruptcy
24 court's electronic filing system—POST-PETITION Bankruptcy Fraud
25 Predicate Act #1 (§ 152(2) - false oaths) occurring after February 26, 2024
and POST-PETITION Wire Fraud Predicate Act #1 (§ 1343).

26 536. April 29, 2024: Hays filed supplemental declaration under penalty of
27 perjury in reply brief (ECF No. 28) repeating false statements about Davis
28 being "managing member"—POST-PETITION Bankruptcy Fraud Predicate

1 Act #2 (§ 152(2)) occurring after February 26, 2024 and POST-PETITION
2 Wire Fraud Predicate Act #2 (§ 1343).

3 537. May 9, 2024: The bankruptcy court issued conversion order based on
4 Hays's false oaths, completing the bankruptcy fraud scheme to convert the
5 case—POST-PETITION Bankruptcy Fraud Predicate Act #3 (§ 157 - scheme
6 to defraud) occurring after February 26, 2024.

7 538. The conversion order is the FIRST POST-PETITION PREDICATE
8 ACT in the bankruptcy fraud series because:

- 9 ○ It was the objective of Hays's POST-PETITION false oaths (filed April
10 8 and April 29, 2024);
- 11 ○ It was procured through POST-PETITION violations of §§ 152(2) and
12 157;
- 13 ○ It enabled appointment of Trustee;
- 14 ○ It set the stage for the settlements and sale;
- 15 ○ This act occurred on May 9, 2024, which is after February 26, 2024,
16 and therefore never became estate property under § 541(a)(1);
- 17 ○ This cause of action for this POST-PETITION predicate act belongs to
18 Rajae individually.

19 **SECOND POST-PETITION PREDICATE ACT SERIES: The Settlement**
20 **Scheme (Sept-Dec 2024)**

21 539. 2024: Davis filed proof of claim for approximately \$10 million based
22 on the fraudulently procured VSDJ Judgment, knowing the judgment was
23 obtained through embezzlement, PPP fraud, identity theft, perjury, and tax
24 fraud—POST-PETITION Bankruptcy Fraud Predicate Act #4 (§ 152(4) -
25 false claims) occurring after February 26, 2024.

26 540. October 14, 2024: The Trustee, Davis, and Hays filed a forged
27 "Unanimous Written Consent of the Members of TopDevz, LLC" purporting
28 to show unanimous consent to settlements—POST-PETITION Bankruptcy
Fraud Predicate Act #5 (§ 152(4) - falsifying documents) occurring after
February 26, 2024.

541. October 23, 2024: Trustee filed declarations under penalty of perjury in

1 settlement motion (ECF No. 124) containing false or misleading statements
2 about validity of Davis's claims—POST-PETITION Bankruptcy Fraud
3 Predicate Acts #6-8 (§ 152(2)) occurring after February 26, 2024 and POST-
4 PETITION Wire Fraud Predicate Acts #3-5 (§ 1343).

5 542. Throughout April-December 2024: Defendants concealed from
6 bankruptcy court material facts about the criminal basis of Davis's claims (that
7 they were procured through embezzlement, PPP fraud, identity theft, perjury,
8 tax fraud)—POST-PETITION Bankruptcy Fraud Predicate Acts #9-13 (§
9 152(1) - concealment) occurring after February 26, 2024.

10 543. September-December 2024: The overall settlement scheme to
11 extinguish \$75 million in claims for \$200,000—POST-PETITION
12 Bankruptcy Fraud Predicate Acts #14-20 (§ 157 - bankruptcy fraud scheme)
13 occurring after February 26, 2024.

14 544. December 10, 2024: Bankruptcy court approves settlements based on
15 the false oaths, forged documents, and concealment—completing this POST-
16 PETITION bankruptcy fraud scheme.

17 545. December 13, 2024: Davis paid \$100,000 to Trustee from criminally
18 derived funds—POST-PETITION Money Laundering Predicate Act #1 (§
19 1957) occurring after February 26, 2024.

20 546. The settlement scheme is the SECOND POST-PETITION
21 PREDICATE ACT SERIES because:

- 22 ○ The settlements were negotiated, drafted, executed, and filed after
23 February 26, 2024;
- 24 ○ They constitute POST-PETITION bankruptcy fraud under §§ 152 and
25 157;
- 26 ○ These acts occurred after February 26, 2024 and therefore never
27 became estate property;
- 28 ○ The causes of action for these POST-PETITION predicate acts belong
to Rajae individually.

**THIRD POST-PETITION PREDICATE ACT SERIES: The Sale Scheme
(April-Aug 2025)**

547. April 2, 2025: Trustee filed declarations under penalty of perjury in sale

1 motion containing false statements about Davis's authority and value of
2 claims—POST-PETITION Bankruptcy Fraud Predicate Acts #21-23 (§
3 152(2)) occurring after February 26, 2024 and POST-PETITION Wire Fraud
4 Predicate Acts #6-8 (§ 1343).

5 548. April-July 2025: Concealing from bankruptcy court that Davis is
6 buying claims to bury them and that sale serves no legitimate estate purpose—
7 POST-PETITION Bankruptcy Fraud Predicate Acts #24-26 (§ 152(1))
8 occurring after February 26, 2024.

9 549. April-August 2025: The overall sale scheme to sell estate interests to
10 the primary defendant for \$100,000 to ensure RICO claims are never
11 prosecuted—POST-PETITION Bankruptcy Fraud Predicate Acts #27-30 (§
12 157) occurring after February 26, 2024.

13 550. July 30, 2025: Bankruptcy court approves sale based on false oaths and
14 concealment.

15 551. August 14, 2025: Sale closes; Davis pays \$100,000 from criminally
16 derived funds—POST-PETITION Money Laundering Predicate Act #2 (§
17 1957) occurring after February 26, 2024.

18 552. The sale scheme is the THIRD POST-PETITION PREDICATE ACT
19 SERIES because:

- 20 ○ The sale was negotiated, approved, and closed after February 26, 2024;
- 21 ○ The sale itself is a POST-PETITION bankruptcy fraud scheme under §
22 157;
- 23 ○ These acts occurred after February 26, 2024 and therefore never
24 became estate property;
- 25 ○ The causes of action for these POST-PETITION predicate acts belong
26 to Rajae individually.

27 **Total POST-PETITION Bankruptcy Fraud Violations: 30**

28 **POST-PETITION Trade Secret Theft by GBQ (18 U.S.C. § 1832) - 300+
Violations**

553. February 2025: GBQ acquired Talentcrowd and began its own POST-
PETITION exploitation of Plaintiffs' stolen trade secrets.

1 554. February 2025-December 2025: GBQ Partners' ongoing use and
2 exploitation of stolen trade secrets through its acquired Talentcrowd
3 operations to service clients, manage contractors, and generate approximately
4 \$12-16 million in revenue during this 10-month POST-PETITION period.

5 555. Each day of GBQ's exploitation after February 26, 2024 constitutes a
6 continuing POST-PETITION violation of 18 U.S.C. § 1832:

- 7 ○ GBQ uses the 2.5 million record database daily to source and manage
8 contractors;
- 9 ○ GBQ uses Mobile Monster's proprietary methodologies daily to
10 generate leads and close clients;
- 11 ○ GBQ services clients daily using the stolen assets;
- 12 ○ GBQ generates approximately \$50,000+ in daily revenue from the
13 stolen trade secrets;
- 14 ○ Each day = separate continuing violation.

15 556. February 2025-December 2025 = approximately 300+ days (exact
16 number depends on acquisition closing date in February 2025).

17 557. POST-PETITION Trade Secret Theft Predicate Acts #101-400
18 (representing 300+ days of continuing violations, all occurring after February
19 26, 2024).

20 558. These are POST-PETITION predicate acts that:

- 21 ○ Did not exist on February 26, 2024;
- 22 ○ Never became estate property under § 541(a)(1);
- 23 ○ Could not have been settled (occurred after September-October 2024
24 settlements);
- 25 ○ Many occurred after the August 14, 2025 sale closing (approximately
26 138 days from August 14-December 31, 2025 = 138+ POST-
27 PETITION violations occurring after the sale);
- 28 ○ Belong to Rajae individually and to Mobile Monster (non-debtor).

559. GBQ's POST-PETITION liability under § 1832 is established because:

- GBQ knowingly uses the stolen trade secrets (had actual or constructive

- 1 knowledge through due diligence revealing pending § 1832 litigation);
- 2 ○ GBQ intends to convert them to its economic benefit (generates \$15-20
- 3 million annually);
- 4 ○ GBQ knows or should know the use injures Plaintiffs (pending
- 5 litigation at time of acquisition);
- 6 ○ The conduct affects interstate commerce (multi-state operations);
- 7 ○ All of GBQ's violations are POST-PETITION, occurring after February
- 8 26, 2024.

9 **Total POST-PETITION Trade Secret Theft by GBQ: 300+**

10 **POST-PETITION Money Laundering by GBQ (18 U.S.C. § 1957) - 200**

11 **Violations**

12 560. December 13, 2024: Davis paid \$100,000 to Trustee as settlement

13 payment from criminally derived funds—POST-PETITION Money

14 Laundering Predicate Act #1 (§ 1957) occurring after February 26, 2024.

15 561. March 2025: Davis paid \$100,000 to Trustee to purchase estate interests

16 from criminally derived funds—POST-PETITION Money Laundering

17 Predicate Act #2 (§ 1957) occurring after February 26, 2024.

18 562. February 2025-December 2025: GBQ Partners' ongoing monetary

19 transactions in criminally derived property through its operation of

20 Talentcrowd:

- 21 ○ Every client payment over \$10,000 received by GBQ through
- 22 Talentcrowd operations constitutes a POST-PETITION § 1957
- 23 violation because the revenue is derived from exploitation of stolen
- 24 trade secrets (specified unlawful activity under § 1832);
- 25 ○ The property (client payments) is "criminally derived" because it results
- 26 from GBQ's commission of trade secret theft under § 1832;
- 27 ○ Estimated transactions: Based on \$15-20 million in annual revenue and
- 28 typical IT staffing billing patterns (contracts typically \$20,000-
- February-December 2025 (10 months): Approximately 200

1 transactions over \$10,000;

- 2 ○ POST-PETITION Money Laundering Predicate Acts #3-202 (§ 1957),
3 each occurring after February 26, 2024.

4 563. Each transaction satisfies the elements of § 1957:

- 5 ○ (1) Monetary transaction: Client payment through financial institution
6 (wire transfer or ACH);
- 7 ○ (2) In criminally derived property: The payment is for services rendered
8 using stolen trade secrets (derived from § 1832 violations);
- 9 ○ (3) Value greater than \$10,000: Typical contracts are \$20,000-
10 \$500,000;
- 11 ○ (4) Derived from specified unlawful activity: Trade secret theft under §
12 1832 is specified unlawful activity;
- 13 ○ (5) Affecting interstate commerce: Multi-state banking and business
14 operations;
- 15 ○ (6) Knowledge: GBQ knows property is criminally derived (acquired
16 Talentcrowd with knowledge of theft allegations, retained the accused
17 thieves, due diligence revealed litigation; willful blindness constitutes
18 knowledge).

19 564. GBQ knows the property is criminally derived because:

- 20 ○ Due diligence revealed pending trade secret litigation against
21 Talentcrowd;
- 22 ○ The revenue is generated using the same stolen database and
23 methodologies that are the subject of litigation;
- 24 ○ GBQ retained Lintz and Frye who personally stole the assets and are
25 named defendants in theft litigation;
- 26 ○ The business model is identical to the business accused of being stolen;
- 27 ○ Willful blindness constitutes knowledge under § 1957;
- 28 ○ All of GBQ's transactions are POST-PETITION, occurring after
February 26, 2024.

565. These POST-PETITION money laundering violations:

- 1 ○ Did not exist on February 26, 2024;
- 2 ○ Never became estate property under § 541(a)(1);
- 3 ○ Many occurred after the August 14, 2025 sale closing (estimated 80+
- 4 transactions from August 14-December 31, 2025 at approximately 8-
- 5 10 transactions per month);
- 6 ○ Belong to Rajae individually and Mobile Monster.

7 **Total POST-PETITION Money Laundering by GBQ and Davis: 202 (Acts #1-**
8 **202)**

9 **POST-PETITION Wire Fraud (18 U.S.C. § 1343) - 50 Violations**

10 566. April 2024-December 2025: Defendants continued to transmit
11 fraudulent documents via courts' electronic filing systems in bankruptcy court,
12 California Court of Appeal, and other tribunals, relying on the criminally
13 procured orders and repeating the false narrative that Davis has legitimate
14 authority—POST-PETITION Wire Fraud Predicate Acts #1-50, all occurring
15 after February 26, 2024.

16 567. Examples include:

- 17 ○ Hays's bankruptcy court filings (April 8, April 29, 2024);
- 18 ○ Trustee's settlement motions (October 23, 2024);
- 19 ○ Trustee's sale motion (April 2, 2025);
- 20 ○ Davis's post-sale filings in California Court of Appeal;
- 21 ○ Ongoing fraudulent filings through December 2025.

22 568. These POST-PETITION wire fraud violations:

- 23 ○ Occurred after February 26, 2024;
- 24 ○ Never became estate property;
- 25 ○ Belong to Rajae individually and Mobile Monster.

26 **Total POST-PETITION Wire Fraud Violations: 50**

27 **Summary of Post-Petition Pattern:**

28 569. Total POST-PETITION Predicate Acts (February 26, 2024 - December

1 2025):

- 2 ○ Bankruptcy Fraud (§§ 152, 157): 30 violations
- 3 ○ Wire Fraud (§ 1343): 50 violations
- 4 ○ Trade Secret Theft by GBQ (§ 1832): 300+ violations
- 5 ○ Money Laundering by GBQ and Davis (§ 1957): 202 violations
- 6 ○ TOTAL POST-PETITION: Over 580 predicate acts

7 570. These POST-PETITION predicate acts:

- 8 ○ Occurred entirely after February 26, 2024;
- 9 ○ Were not estate property when Rajae filed bankruptcy;
- 10 ○ Many occurred after the settlements (September-October 2024);
- 11 ○ Many occurred after the sale (August 14, 2025);
- 12 ○ Provide complete, independent basis for this RICO action unaffected
- 13 by any bankruptcy arguments;
- 14 ○ Even standing alone, the POST-PETITION acts (over 580 violations)
- 15 far exceed RICO's minimum requirement of two predicate acts and
- 16 establish a complete pattern demonstrating relationship and continuity.

17 571. CRITICAL FOR TIMELINESS: The POST-PETITION predicate acts
18 are ongoing through December 2025, particularly:

- 19 ○ GBQ's daily trade secret theft (continuing through December 31, 2025
- 20 and beyond);
- 21 ○ GBQ's ongoing money laundering transactions (continuing through
- 22 December 31, 2025 and beyond);
- 23 ○ For these continuing violations, the statute of limitations runs from the
- 24 date of the LAST predicate act;
- 25 ○ As of the filing of this complaint, the last predicate act is occurring in
- 26 December 2025;
- 27 ○ Therefore, the statute of limitations has not even begun to run for the
- 28 continuing POST-PETITION violations;

- This action is timely regardless of the August 2023 discovery date.

D. CONVERGENCE: Unified Scheme with Same Victims and Single Purpose

572. The predicate acts—both pre-petition and POST-PETITION—demonstrate "convergence" as required by the Ninth Circuit because they consistently target the same victims through a unified false narrative directed at accomplishing the same criminal objective across an eight-year period.

573. "Convergence" means:

- The same victims are targeted across multiple predicate acts;
- The same false representation is repeated to multiple persons;
- All acts serve the single purpose of the criminal enterprise;
- The scheme has internal coherence and logical progression.

574. Here, perfect convergence exists:

a. Same Victims Across All Predicate Acts (Pre-Petition and POST-PETITION):

- Primary victims: Rajae, Mobile Monster, TopDevz (nominal defendant)
- Secondary victims: U.S. Government (IRS, SBA, bankruptcy court), Porter partnership, Belluomini
- Every predicate act—both pre-petition (May 2017-Feb 25, 2024) and POST-PETITION (Feb 26, 2024-Dec 2025)—targeted these same victims
- The convergence persists seamlessly across the petition date and throughout the eight-year period

b. Same False Narrative Repeated Throughout Both Periods:

- "Davis is the managing member of TopDevz" - this central lie was transmitted via interstate wire facilities to:
 - Pre-petition targets: Wells Fargo Bank (January 7, 2022), JPMorgan Chase Bank (January 19, 2022), TopDevz clients nationwide (January 20-31, 2022), Arbitrator (2021-2022), San Diego Superior Court (November 2, 2022; December 29, 2022;

1 June 26, 2023)

- 2
- 3 ▪ POST-PETITION targets: Bankruptcy court (April 8, 2024;
4 April 29, 2024; October 23, 2024; April 2, 2025), California
5 Court of Appeal (2024-2025), other tribunals
 - 6 ▪ California Secretary of State, Department of Justice, U.S. Trustee
 - 7 ○ Same lie, same victims (Rajae/Mobile Monster/TopDevz), same
8 purpose (steal TopDevz), spanning eight years across both pre-petition
9 and POST-PETITION periods
 - 10 ○ The lie was repeated in over 300 separate wire transmissions to dozens
11 of different entities, but always targeting the same victims for the same
12 purpose

13 **c. Single Unified Criminal Objective Across Both Periods:**

- 14 ○ Pre-petition objective: Seize Rajae's 51% ownership, steal trade
15 secrets, procure fraudulent judgments, establish Talentcrowd
- 16 ○ POST-PETITION objective: Use bankruptcy system to extinguish
17 challenges, complete transfer to Davis, continue exploiting stolen assets
18 through GBQ
- 19 ○ Same ultimate goal throughout: Transfer TopDevz's \$30 million
20 business and Mobile Monster's commission revenue to Davis and co-
21 conspirators
- 22 ○ Seamless progression from pre-petition acts to POST-PETITION acts
23 demonstrates single unified scheme

24 **d. Logical Progression Spanning Pre-Petition to POST-PETITION:**

- 25 ○ PRE-PETITION PHASE 1: Embezzlement + Tax fraud (2017-2020)
26 → False evidence
- 27 ○ PRE-PETITION PHASE 2: False evidence → False arbitration
28 testimony (2021-2022)
- PRE-PETITION PHASE 3: False testimony → Interim Order No. 4
(January 6, 2022)
- PRE-PETITION PHASE 4: Interim Order No. 4 → Bank fraud, trade

1 secret theft, wire fraud (Jan-March 2022)

- 2 ○ PRE-PETITION PHASE 5: Identity theft + perjury using Plaintiffs' names (2022-2023) → \$12 million judgments (August 15, 2023)
- 3
- 4 ○ PRE-PETITION PHASE 6: Stolen business → Talentcrowd operations generating \$40-50M (Feb 2022-Feb 25, 2024)
- 5
- 6 ○ [BANKRUPTCY FILED: February 26, 2024 - CRITICAL DATE]
- 7 ○ POST-PETITION PHASE 1: Fraudulent judgments → Conversion order via false oaths (May 9, 2024) - FIRST POST-PETITION PREDICATE ACT
- 8
- 9 ○ POST-PETITION PHASE 2: Conversion → Fraudulent settlements via forged consent (Sept-Dec 2024) - SECOND POST-PETITION PREDICATE ACT SERIES
- 10
- 11
- 12 ○ POST-PETITION PHASE 3: Settlements → Fraudulent sale to Davis (April-Aug 14, 2025) - THIRD POST-PETITION PREDICATE ACT SERIES
- 13
- 14 ○ POST-PETITION PHASE 4: Sale → GBQ acquisition (February 2025) → Continued exploitation generating \$12-16M (Feb-Dec 2025) - 300+ POST-PETITION TRADE SECRET VIOLATIONS + 200 POST-PETITION MONEY LAUNDERING VIOLATIONS
- 15
- 16
- 17

18 575. The same false statement ("Davis is the managing member of TopDevz") was transmitted via interstate wire facilities to dozens of different persons and entities over eight years, spanning from pre-petition through POST-PETITION periods, but always with the same purpose (advancing the takeover), always targeting the same victims (Rajae, Mobile Monster, TopDevz), and always as part of the same enterprise.

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20
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22 576. The convergence continues seamlessly from pre-petition to POST-PETITION periods:

- 23 ○ Same victims (Rajae, Mobile Monster) throughout;
- 24 ○ Same false narrative (Davis is manager) repeated in both periods;
- 25 ○ Same criminal objective (steal TopDevz) pursued in both periods;
- 26 ○ Same enterprise participants (Davis, attorneys, Talentcrowd parties) in
- 27
- 28

1 both periods, with GBQ joining POST-PETITION;

- 2 ○ The February 26, 2024 bankruptcy filing did not interrupt the scheme—
- 3 it became a tool exploited by the enterprise through POST-PETITION
- 4 bankruptcy fraud.

5 577. This convergence satisfies the Ninth Circuit's requirement that RICO
 6 patterns demonstrate a unified scheme rather than scattered unrelated crimes,
 7 and the perfect convergence spanning both pre-petition and POST-PETITION
 8 periods demonstrates a single continuous enterprise evolving over time but
 maintaining consistent objectives, victims, and methods.

9 **E. RELATIONSHIP Among Predicate Acts (Pre-Petition and POST-**
 10 **PETITION)**

11 578. All predicate acts—both pre-petition and POST-PETITION—are
 "related" as required by 18 U.S.C. § 1961(5) because they:

12 **a. Share common purposes across both periods:**

- 13 ○ Unlawfully seizing control of TopDevz from Rajae;
- 14 ○ Stripping Rajae of his 51% ownership interest;
- 15 ○ Destroying Mobile Monster's business relationship with TopDevz;
- 16 ○ Stealing and exploiting trade secrets valued at tens of millions of
- 17 dollars;
- 18 ○ Laundering criminal proceeds through legitimate-appearing business
- 19 operations (Talentcrowd, GBQ);
- 20 ○ Concealing the criminal activity from courts, arbitrators, and
- 21 government agencies;
- 22 ○ Enriching Defendants through specified unlawful activity;
- 23 ○ Obstructing investigation and prosecution of the crimes;
- 24 ○ POST-PETITION addition: Extinguishing civil liability through
- 25 bankruptcy fraud;
- 26 ○ POST-PETITION addition: Perpetuating the scheme through GBQ's
- 27 acquisition and continued operations.

28 ///

1 **b. Involve the same participants across both periods:**

- 2 ○ The Defendants acting in concert through the criminal enterprise;
- 3 ○ Davis, Carpenter, Kirk, Scalia, Lintz, Frye, Garcia, Bailey participated
- 4 in both pre-petition and POST-PETITION acts;
- 5 ○ Hays joined for POST-PETITION period;
- 6 ○ GBQ joined for POST-PETITION period;
- 7 ○ Coordinated conduct evidenced by synchronized timing, shared
- 8 communications, financial transactions, recruitment pattern, and
- 9 unified false narrative.

10 **c. Target the same victims throughout both periods:**

- 11 ○ Rajacee injured by both pre-petition acts (loss of business, fraudulent
- 12 judgment through identity theft and perjury) and POST-PETITION acts
- 13 (bankruptcy fraud preventing recovery, continued loss of salary,
- 14 ongoing harm from judgment);
- 15 ○ Mobile Monster injured by both pre-petition acts (loss of commission
- 16 revenue 2022-Feb 2024) and POST-PETITION acts (GBQ's continued
- 17 exploitation Feb 2024-Dec 2025 preventing revenue restoration,
- 18 ongoing loss of \$116,000+ monthly);
- 19 ○ Same victims consistently targeted throughout eight years across both
- 20 periods.

21 **d. Employ the same methods in both periods:**

- 22 ○ Transmission of false information via interstate wire facilities (emails,
- 23 wire transfers, court electronic filing systems);
- 24 ○ Falsification of documents (tax returns, stock certificates, unanimous
- 25 consent, court declarations);
- 26 ○ Use of Rajacee's, Mobile Monster's, and TopDevz's identity without
- 27 authorization (tax returns, bank accounts, 1099-NEC, perjured
- 28 declarations);
- Systematic abuse of legal proceedings to provide legitimacy to criminal
- conduct;

- 1 ○ Concealment of evidence and underlying crimes from authorities;
- 2 ○ Corporate acquisitions to launder and perpetuate stolen business
- 3 (GBQ's purchase of Talentcrowd);
- 4 ○ The methods are identical in pre-petition and POST-PETITION
- 5 periods.

6 **e. Result in the same type of injury across both periods:**

- 7 ○ Destruction of Plaintiffs' property rights and business interests;
- 8 ○ Unjust enrichment of Defendants;
- 9 ○ Generation of fraudulent judgments and orders;
- 10 ○ Obstruction of justice;
- 11 ○ Ongoing financial losses (Mobile Monster loses \$116,000 monthly as
- 12 GBQ continues POST-PETITION exploitation).

13 **f. Are part of a single, unified scheme spanning both periods:**

- 14 ○ All predicate acts—pre-petition and POST-PETITION—were
- 15 designed to accomplish the common goal of transferring Rajae's 51%
- 16 ownership and TopDevz's \$30 million business to Davis and co-
- 17 conspirators;
- 18 ○ Each predicate act built upon and facilitated the others across the
- 19 petition date;
- 20 ○ Pre-petition acts (embezzlement, tax fraud) created false documentary
- 21 evidence;
- 22 ○ Pre-petition false evidence enabled false testimony and perjured
- 23 declarations using Plaintiffs' identities;
- 24 ○ Pre-petition false testimony procured Interim Order No. 4 and
- 25 arbitration awards;
- 26 ○ Pre-petition orders were exploited to commit trade secret theft, wire
- 27 fraud, bank fraud;
- 28 ○ Pre-petition stolen business was laundered through Talentcrowd;
- Pre-petition judgments forced Rajae into bankruptcy;

- 1 ○ POST-PETITION bankruptcy fraud (conversion, settlements, sale) was
- 2 designed to extinguish challenges arising from pre-petition acts;
- 3 ○ POST-PETITION GBQ acquisition perpetuates and expands the stolen
- 4 business established through pre-petition acts;
- 5 ○ The bankruptcy filing on February 26, 2024 was not an interruption—
- 6 it was exploited as a tool by the enterprise to eliminate liability;
- 7 ○ Seamless progression from pre-petition to POST-PETITION
- 8 demonstrates unity of scheme.

9 **F. CONTINUITY of Racketeering Activity (Pre-Petition and POST-**

10 **PETITION)**

11 **Closed-Ended Continuity (Past Conduct Over Substantial Period):**

12 579. The racketeering activity occurred repeatedly over an extended period

13 spanning over eight years (May 2017 through December 2025), including:

- 14 ○ Pre-petition period: May 2017 - February 25, 2024 (almost 7 years, over
- 15 600 acts)
- 16 ○ POST-PETITION period: February 26, 2024 - December 2025 (22
- 17 months, over 580 acts)
- 18 ○ Total: Over 8 years, over 750 acts

19 580. The activity involved over 750 separate criminal acts, including over

20 250 wire frauds, 4 bank frauds, 18 identity thefts, over 400 trade secret thefts,

21 over 350 money laundering violations, 10 tax frauds, 12 obstructions, and 30

22 bankruptcy frauds.

23 581. The racketeering was not isolated or sporadic—it was part of the regular

24 way Defendants conduct business affairs, with criminal activity occurring

25 continuously across multiple years, seamlessly spanning the petition date, and

26 continuing through December 2025 with GBQ's ongoing operations.

27 582. The extended duration (over 8 years) combined with the multiplicity of

28 acts (750+) firmly establishes closed-ended continuity.

Open-Ended Continuity (Threat of Continuing Activity):

583. The racketeering activity poses a threat of continued criminal activity

1 into the future because:

2 **a. Ongoing violations through December 2025 and continuing:**

- 3 ○ GBQ Partners continues to operate Talentcrowd using Plaintiffs' stolen
4 trade secrets as of the filing of this complaint (ongoing POST-
5 PETITION violations of § 1832);
- 6 ○ Defendants continue to transmit fraudulent documents via courts'
7 electronic filing systems through December 2025 (ongoing POST-
8 PETITION violations of § 1343);
- 9 ○ Monetary transactions in criminally derived property continue as GBQ
10 generates revenue from stolen assets (ongoing POST-PETITION
11 violations of § 1957);
- 12 ○ Defendants continue to benefit financially from the stolen business,
generating continuing incentive for violations.

13 **b. GBQ's business model depends on continued racketeering:**

- 14 ○ GBQ cannot operate Talentcrowd without the stolen trade secrets (the
15 2.5 million record database and recruiting methodologies are essential
to its business model);
- 16 ○ Every day of GBQ's Talentcrowd operations constitutes continuing
17 trade secret theft under § 1832;
- 18 ○ Generating revenue from stolen assets constitutes continuing money
19 laundering under § 1957;
- 20 ○ GBQ's retention of Lintz and Frye proves its operations require the
21 stolen assets (otherwise GBQ would have replaced them with its own
personnel);
- 22 ○ GBQ cannot cease the violations without shutting down the entire
23 Talentcrowd business;
- 24 ○ Defending the fraudulently procured orders requires continuing wire
25 fraud under § 1343.

26 **c. Defendants have shown no inclination to cease illegal conduct:**

- 27 ○ Despite discovery and exposure of the crimes in August 2023,
28

1 Defendants persisted;

- 2 ○ Despite explicit warnings from Rajae about "criminal activity and
3 fraud," Defendants proceeded;
- 4 ○ Despite FBI investigation, IRS investigation, and California Attorney
5 General investigation, Defendants continue;
- 6 ○ Davis immediately moved to dismiss the arbitration appeal after
7 purchasing it, demonstrating intent to permanently conceal rather than
8 remedy;
- 9 ○ GBQ acquired and continues operating the stolen business in 2025,
10 demonstrating the enterprise's expansion rather than cessation;
- 11 ○ Defendants filed sanctions motions and sought arrest warrants against
12 Rajae for exposing the crimes, demonstrating continued cover-up
13 efforts;
- 14 ○ GBQ generates \$50,000+ daily from stolen assets with no indication of
15 ceasing operations.

16 **d. Defendants have demonstrated willingness to expand the conspiracy:**

- 17 ○ Recruited Kirk in 2022 when additional legal representation was
18 needed;
- 19 ○ Recruited Hays in 2023-2024 when bankruptcy expertise was needed;
- 20 ○ Bailey recruited in June 2022 to provide legal cover for Talentcrowd;
- 21 ○ Recruited GBQ in 2025 to acquire, legitimize, and continue the stolen
22 business under a reputable corporate identity;
- 23 ○ This pattern suggests Defendants will continue recruiting participants
24 as needed to perpetuate the scheme.

25 **e. The nature of the enterprise ensures continuing violations:**

- 26 ○ The enterprise is not a single fraud with defined endpoint;
- 27 ○ It is an ongoing business operation (Talentcrowd under GBQ
28 ownership) built entirely on stolen assets;
- Continued profitability requires continued exploitation of stolen trade
secrets (§ 1832);

- 1 ○ Continued operations require continued money laundering (§ 1957);
- 2 ○ Defending against exposure requires continued wire fraud through
- 3 court filings (§ 1343);
- 4 ○ GBQ's substantial investment in acquiring Talentcrowd (estimated \$10-
- 5 20 million based on business value) ensures GBQ will continue
- 6 exploiting the stolen assets indefinitely to recoup its investment and
- 7 generate returns;
- 8 ○ GBQ's integration of Talentcrowd into its multi-state operations
- demonstrates long-term commitment to continuing the scheme.

9 584. Federal courts have held that open-ended continuity is established when
10 the predicate acts are part of regular business operations, when the criminal
11 activity is ongoing at the time of suit, or when the nature of the predicate acts
 inherently carries a threat of repetition.

12 585. All three factors are present here:

- 13 ○ The predicate acts (particularly trade secret theft, wire fraud through
- 14 court filings, and money laundering) are part of Defendants' regular
- 15 business operations;
- 16 ○ Criminal activity is ongoing as of December 2025 (GBQ's daily use of
- 17 stolen database, ongoing money laundering transactions);
- 18 ○ The nature of the predicate acts (operating a business using stolen
- assets) inherently requires continuous violations.

19 586. GBQ's acquisition of Talentcrowd in 2025 demonstrates the enterprise's
20 longevity and threat of indefinite continuation:

- 21 ○ Rather than dissolving or ceasing operations when exposed, the stolen
- 22 business was sold to a larger, more established entity;
- 23 ○ GBQ invested substantial capital to acquire the business (estimated
- 24 \$10-20 million), demonstrating intent for long-term operations
- 25 spanning years or decades;
- 26 ○ GBQ integrated Talentcrowd into its multi-state professional services
- 27 operations, expanding the geographic scope and legitimacy;
- 28 ○ This acquisition proves the enterprise will continue indefinitely absent

1 court intervention—GBQ has every economic incentive to continue
2 exploiting the \$15-20 million annual revenue stream from stolen assets.

3 **VIII. CLAIMS FOR RELIEF**

4 **FIRST CLAIM FOR RELIEF**

5 **Violation of 18 U.S.C. § 1962(a) Use of Income from Racketeering Activity (By**
6 **All Plaintiffs Against All Defendants)**

7 587. Plaintiffs reallege and incorporate by reference paragraphs 1 through
8 586 as though fully set forth herein.

9 588. 18 U.S.C. § 1962(a) provides: "It shall be unlawful for any person who
10 has received any income derived, directly or indirectly, from a pattern of
11 racketeering activity... to use or invest, directly or indirectly, any part of such
12 income, or the proceeds of such income, in acquisition of any interest in, or
the establishment or operation of, any enterprise which is engaged in, or the
activities of which affect, interstate or foreign commerce."

13 589. Elements of Section 1962(a):

- 14 ○ (1) Receipt of income derived from a pattern of racketeering activity;
15 ○ (2) Use or investment of such income or proceeds;
16 ○ (3) In acquisition of interest in, or establishment or operation of, an
17 enterprise;
18 ○ (4) The enterprise is engaged in or affects interstate or foreign
19 commerce;
20 ○ (5) Plaintiff was injured in business or property by reason of the
21 violation.

22 590. Defendants have received income derived, directly and indirectly, from
23 a pattern of racketeering activity, including income from both pre-petition
24 predicate acts (May 2017-February 25, 2024) and POST-PETITION predicate
acts (February 26, 2024-December 2025).

25 **Income Received by Each Defendant from Racketeering:**

26 591. Defendant Tyler Brandon Davis received:

- 27 ○ \$750,000 from embezzlement of Porter partnership funds (pre-petition
28

1 wire fraud violations § 1343, identity theft §§ 1028/1028A, tax fraud
2 §§ 7201/7206) transmitted via three interstate wire transfers (May 3,
3 May 24, November 22, 2017);

- 4 ○ \$37,240 from PPP loan fraud and money laundering (pre-petition bank
5 fraud § 1344, wire fraud § 1343, money laundering §§ 1956/1957) via
6 wire transfer December 3, 2020;
- 7 ○ Millions in distributions from TopDevz operations during 2022-2023
8 funded by wire fraud scheme, trade secret exploitation, and operation
9 of fraudulent JPMorgan Chase account (pre-petition §§ 1343, 1832,
10 1344, 1957);
- 11 ○ Ownership interest in TopDevz purportedly valued at \$18-30 million
12 obtained through the pattern of racketeering activity;
- 13 ○ Ownership or beneficial interest in Talentcrowd generating over \$40-
14 50 million in cumulative revenue (2022-2025) from exploitation of
15 stolen trade secrets (pre-petition and POST-PETITION § 1832
16 violations);
- 17 ○ Proceeds from fraudulent bankruptcy settlements and sale totaling
18 \$300,000 paid to estate but eliminating \$75 million in claims against
19 Davis (POST-PETITION bankruptcy fraud §§ 152, 157);
- 20 ○ All such income is derived from specified unlawful activity constituting
21 racketeering under 18 U.S.C. § 1961(1).

22 592. Attorney Defendants received:

- 23 ○ Carpenter: Over \$196,768 in legal fees paid from TopDevz's fraudulent
24 JPMorgan Chase account containing criminally derived property (pre-
25 petition § 1957 violations), plus additional fees from Davis and
26 TopDevz funded by proceeds of wire fraud, bank fraud, and trade secret
27 theft;
- 28 ○ Kirk: Over \$30,000 in legal fees from TopDevz's fraudulent JPMorgan
account (pre-petition § 1957), plus additional fees from Davis funded
by racketeering proceeds;
- Scalia: Hundreds of thousands of dollars in legal fees from Davis and
TopDevz funded by the embezzled \$750,000, PPP fraud proceeds, and

1 TopDevz operations using stolen trade secrets (pre-petition
2 racketeering proceeds);

- 3 ○ Bailey: Over \$4,135 in legal fees from TopDevz's fraudulent JPMorgan
4 account (pre-petition § 1957), plus substantial additional fees from
5 Talentcrowd operations funded by trade secret exploitation (pre-
6 petition § 1832), plus fees from representing Talentcrowd parties in
7 POST-PETITION bankruptcy settlements;
- 8 ○ Hays: Legal fees from Davis and TopDevz funded by racketeering
9 proceeds, plus fees for orchestrating the POST-PETITION bankruptcy
10 fraud schemes generating \$300,000 in settlements/sale proceeds for
11 Davis;
- 12 ○ Total attorney fees from racketeering: Over \$1 million;
- 13 ○ All such fees constitute income derived from racketeering activity.

14 593. Lintz, Frye, and Garcia received:

- 15 ○ Lintz: \$722,335.83 in direct payments from TopDevz's criminally
16 derived JPMorgan account (pre-petition § 1957 violations), plus
17 substantial salary and distributions as founder and principal of
18 Talentcrowd from 2022-2025 funded by trade secret exploitation (pre-
19 petition § 1832), plus ongoing compensation from GBQ Partners
20 following the acquisition (POST-PETITION);
- 21 ○ Frye: Salary and distributions as CEO of Talentcrowd from 2022-2025
22 funded by daily exploitation of stolen trade secrets generating \$40-50
23 million cumulative (pre-petition § 1832), plus ongoing compensation
24 as CEO under GBQ Partners from February 2025-December 2025
25 funded by GBQ's POST-PETITION trade secret exploitation
26 generating \$12-16 million;
- 27 ○ Garcia: Salary and distributions as CAO of Talentcrowd from 2022-
28 2025 funded by trade secret exploitation (pre-petition § 1832), plus
ongoing compensation under GBQ Partners (POST-PETITION §
1832);
- All such compensation constitutes income derived from racketeering
activity spanning both periods.

1 594. Defendant GBQ Partners LLC received:

- 2 ○ Ongoing revenue of \$15-20 million annually from exploitation of
- 3 Plaintiffs' stolen trade secrets through Talentcrowd operations (POST-
- 4 PETITION § 1832 violations);
- 5 ○ Approximately \$12-16 million from February-December 2025 alone
- 6 (10-month POST-PETITION period);
- 7 ○ All revenue is derived from specified unlawful activity (trade secret
- 8 theft under § 1832);
- 9 ○ Net profits estimated at \$2.4-4.8 million (20-30% margin) for the
- 10 February-December 2025 POST-PETITION period;
- 11 ○ Equity value and goodwill in the Talentcrowd business derived from
- 12 exploitation of stolen assets;
- 13 ○ All such income constitutes proceeds derived from POST-PETITION
- 14 racketeering activity.

15 595. Entity Defendants received:

- 16 ○ Talentcrowd: Over \$40-50 million in cumulative revenue from
- 17 February 2022-February 2025 from stolen trade secrets (pre-petition §
- 18 1832) and wire fraud (pre-petition § 1343);
- 19 ○ Porter: Concealed income from embezzlement and PPP fraud;
- 20 ○ Mason: Laundered funds from PPP fraud.

21 **Use and Investment of Racketeering Income in Enterprises:**

22 596. Defendants have used and invested, directly and indirectly, part of such

23 income and the proceeds of such income in the acquisition of interests in, and

24 the establishment and operation of, TopDevz, Talentcrowd, and GBQ's

25 Talentcrowd operations, which are enterprises engaged in activities affecting

26 interstate and foreign commerce.

27 597. Specifically:

28 **a. Davis used criminally derived income:**

- Davis used the criminally derived \$787,240 (embezzled \$750,000 +
- laundered \$37,240 from pre-petition violations) to acquire his

1 purported ownership interest in TopDevz, in violation of § 1962(a);

- 2 ○ Davis used proceeds of wire fraud (§ 1343), bank fraud (§ 1344), and
- 3 trade secret theft (§ 1832) flowing through TopDevz's fraudulent
- 4 JPMorgan account to fund and operate TopDevz during 2022-2023
- 5 (pre-petition), in violation of § 1962(a);
- 6 ○ Davis used proceeds of racketeering to pay attorney Defendants over
- 7 \$1 million to maintain his fraudulent control through legal proceedings
- 8 spanning both periods, in violation of § 1962(a);
- 9 ○ Davis used proceeds from TopDevz operations (funded by trade secret
- 10 theft and wire fraud) to establish and operate Talentcrowd through
- 11 \$838,554 in wire transfers and coordination with Lintz (pre-petition),
- 12 in violation of § 1962(a).

13 **b. Lintz, Frye, and Garcia used criminally derived income:**

- 14 ○ Lintz used the \$722,335 received from TopDevz's criminally derived
- 15 JPMorgan account (pre-petition § 1957) plus proceeds of trade secret
- 16 theft to establish and operate Talentcrowd as an ongoing business
- 17 enterprise, in violation of § 1962(a);
- 18 ○ Frye and Garcia used salary and compensation derived from trade
- 19 secret exploitation to operate and expand Talentcrowd's business from
- 20 2022-2025 (pre-petition), in violation of § 1962(a);
- 21 ○ All three continue to use compensation from GBQ (derived from
- 22 POST-PETITION trade secret theft) to operate Talentcrowd under
- 23 GBQ's ownership (POST-PETITION), in violation of § 1962(a).

24 **c. GBQ Partners used criminally derived income (POST-PETITION):**

- 25 ○ GBQ used proceeds from acquiring Talentcrowd (which proceeds were
- 26 themselves derived from \$40-50 million in revenue generated through
- 27 pre-petition trade secret theft and wire fraud from 2022-2025) to
- 28 operate and expand the stolen business, in violation of § 1962(a);
- GBQ uses daily revenue derived from ongoing POST-PETITION trade
- secret theft (violations generating \$50,000+ daily) to continue
- operating Talentcrowd as an ongoing business enterprise, in violation
- of § 1962(a);

- 1 ○ GBQ reinvests proceeds of POST-PETITION racketeering activity (the
2 \$12-16 million generated February-December 2025 through POST-
3 PETITION § 1832 violations) into continued operations of the
4 enterprise, in violation of § 1962(a);
- 5 ○ GBQ's entire Talentcrowd business operation is funded by and
6 dependent upon income derived from POST-PETITION racketeering
7 activity (theft of Plaintiffs' trade secrets occurring daily after February
8 26, 2024), in violation of § 1962(a).

9 **d. Attorney Defendants reinvested criminally derived income:**

- 10 ○ Attorney Defendants used their criminally derived legal fees (received
11 as proceeds of wire fraud, bank fraud, trade secret theft, and money
12 laundering through TopDevz's JPMorgan account in pre-petition
13 period, plus fees in POST-PETITION period) to continue their
14 representation and furtherance of the enterprise, providing ongoing
15 legal services to advance the racketeering scheme in both periods, in
16 violation of § 1962(a);
- 17 ○ The attorney fees were directly reinvested in the enterprise through
18 continued legal work concealing the crimes and maintaining Davis's
19 fraudulent position.

20 **The Enterprises Affect Interstate Commerce:**

21 598. TopDevz, Talentcrowd, and GBQ's Talentcrowd operations are
22 enterprises engaged in activities affecting interstate and foreign commerce:

- 23 ○ They provide software development services to clients located in
24 multiple states (California, Arizona, Texas, New York, Nebraska,
25 Colorado, and others);
- 26 ○ They employ contractors located throughout the United States and
27 internationally;
- 28 ○ They conduct wire transfers and banking transactions across state lines
 through FDIC-insured financial institutions;
- TopDevz generated approximately \$30 million in revenue from
 interstate business operations (2017-2021);
- Talentcrowd generated approximately \$40-50 million in revenue from

1 interstate business operations (2022-2025);

- 2 ○ GBQ generates approximately \$15-20 million annually from multi-
3 state operations (2025-present);
- 4 ○ Total cumulative revenue from interstate commerce: Over \$90 million.

5 **Injury to Plaintiffs:**

6 599. Plaintiffs have been injured in their business and property by reason of
7 Defendants' violations of 18 U.S.C. § 1962(a):

8 **Ashkan Rajae's injuries to business and property directly caused by § 1962(a)**
9 **violations:**

- 10 ○ Loss of 51% ownership interest valued at \$9-15 million: But for Davis's
11 use of racketeering income (\$787,240 in criminally derived funds from
12 pre-petition violations) to acquire his interest in TopDevz, Davis would
13 have had no ownership position and could not have challenged Rajae's
14 control. The use of racketeering income to acquire the enterprise
15 directly caused the loss of Rajae's business property.
- 16 ○ Loss of salary and employment income 2022-2025 of \$2.0-2.5 million:
17 But for Defendants' use of racketeering income to operate TopDevz
18 through the fraudulent JPMorgan account (pre-petition) and to establish
19 Talentcrowd using stolen assets (pre-petition), and but for GBQ's use
20 of POST-PETITION racketeering income to continue operating
21 Talentcrowd, TopDevz would have continued operations under
22 Rajae's management paying his employment income. The use of
23 racketeering income spanning both periods to operate the enterprises
24 directly caused the termination of Rajae's business income.
- 25 ○ Loss of business interests and commercial relationships valued at \$9.3
26 million: But for Davis's use of racketeering income to pay attorney
27 Defendants over \$1 million in fees from criminally derived funds (pre-
28 petition § 1957 violations) to procure the judgment through identity
theft and perjury, and but for Defendants' weaponization of that
judgment to strip business control, force bankruptcy, destroy
commercial operations, sever revenue streams, eliminate ability to
operate in business capacity, and deprive legal authorization to manage
the business, Rajae would retain his business interests. Plaintiff does

1 not seek recovery for reputational harm, emotional distress, or the
2 personal obligation to pay the judgment. Plaintiff seeks recovery for
3 lost business interests, lost employment capacity, destroyed
4 commercial relationships, and lost ability to operate and earn income in
5 a business capacity that resulted because the racketeering defendants
6 procured and weaponized the judgment. The use of racketeering
7 income to procure and weaponize the judgment as a tool to accomplish
8 business takeover directly caused \$9.3 million in injury to Rajae's
9 business and property interests.

- 10 ○ Legal fees of \$2.5-5.0 million: Necessitated by Defendants' use of
11 racketeering income to fund aggressive legal campaigns against
12 Rajae's business interests, forcing him to incur business expenses to
13 defend his ownership rights and commercial interests.
- 14 ○ Subtotal: \$22.8-31.8 million in direct damages to business and property
- 15 ○ Trebled: \$68.4-95.4 million

16 **Mobile Monster's injuries to business and property directly caused by § 1962(a)**
17 **violations:**

- 18 ○ Loss of commission revenue of \$5.6 million (2022-2025): But for
19 Davis's and Lintz's use of pre-petition racketeering income to establish
20 and operate Talentcrowd using stolen assets, and but for GBQ's use of
21 POST-PETITION racketeering income (proceeds of ongoing trade
22 secret theft) to continue operating Talentcrowd, TopDevz would have
23 continued operations and Mobile Monster would have received its
24 contractual 7% commissions. The use of racketeering income spanning
25 both periods to establish and operate Talentcrowd/GBQ directly caused
26 Mobile Monster's loss of business revenue.
- 27 ○ Continuing loss of \$116,000+ monthly (POST-PETITION injury): As
28 GBQ continues to use POST-PETITION racketeering income
(proceeds of daily trade secret theft violations occurring after February
26, 2024) to operate Talentcrowd, Mobile Monster continues losing
contractual business revenue each month. GBQ's POST-PETITION use
of racketeering income to operate the stolen business directly causes
ongoing injury to Mobile Monster's business income—each month of
GBQ's operations (funded by POST-PETITION § 1832 violations) =

1 \$116,000 injury to Mobile Monster's business.

- 2 ○ Loss of business interests and commercial relationships valued at \$3.0
3 million: But for Defendants' use of pre-petition racketeering income to
4 fund the legal proceedings and identity theft scheme using Mobile
5 Monster's corporate name, the judgment against Mobile Monster would
6 not exist. Defendants weaponized this fraudulent judgment to destroy
7 Mobile Monster's commercial relationships with TopDevz and U.S.
8 clients, eliminate Mobile Monster's ability to expand U.S. operations,
9 sever Mobile Monster's contractual revenue stream, and strip Mobile
10 Monster's business property interest in the TopDevz commission
11 arrangement. Mobile Monster does not seek recovery for reputational
12 harm or emotional distress. Mobile Monster seeks recovery for lost
13 business interests, destroyed contractual relationships, eliminated
14 commercial opportunities, and lost business revenue that resulted
15 because the racketeering defendants procured and weaponized the
16 judgment. The use of pre-petition racketeering income to procure and
17 weaponize the judgment directly caused \$3.0 million in injury to
18 Mobile Monster's business and property interests.
- 19 ○ Subtotal: \$8.6 million in direct damages to business and property
 - 20 ○ Trebled: \$25.8 million

21 600. But for Defendants' use of racketeering income to acquire and operate
22 TopDevz, Talentcrowd, and GBQ's Talentcrowd operations, Plaintiffs would
23 not have suffered these injuries.

24 601. Causation is direct and proximate:

- 25 ○ Davis could not have acquired any interest in TopDevz without the
26 criminally derived \$787,240 (embezzlement and PPP fraud proceeds
27 from pre-petition violations)—without this racketeering income, he had
28 no financial capacity;
- Talentcrowd could not have been established without Davis's
investment of pre-petition racketeering proceeds (\$838,554 transferred
from criminally derived JPMorgan account) and without the stolen
trade secrets (proceeds of pre-petition § 1832 violations);
- Talentcrowd could not have operated and generated \$40-50 million

1 without ongoing use of stolen trade secrets, which are themselves
2 proceeds of racketeering activity;

- 3 ○ GBQ could not generate its current \$15-20 million annually without the
4 stolen database and methodologies acquired through Talentcrowd—the
5 entire revenue stream derives from use of criminally derived assets;
- 6 ○ GBQ's daily operations require use of POST-PETITION racketeering
7 income (each day's revenue of \$50,000+ comes from POST-PETITION
8 trade secret theft);
- 9 ○ The attorney Defendants would not have participated in the enterprise
10 but for the promise and payment of legal fees from criminally derived
11 TopDevz funds (over \$1 million paid, constituting their "income" from
12 racketeering that they reinvested through continued representation
13 spanning both periods);
- 14 ○ Each Plaintiff's injury is the direct and proximate result of Defendants'
15 use of racketeering income spanning pre-petition and POST-
16 PETITION periods to acquire and operate the enterprises.

17 602. The chain of causation is unbroken from pre-petition through POST-
18 PETITION:

- 19 ○ Pre-petition racketeering income (embezzlement, PPP fraud) →
20 Davis's acquisition of TopDevz interest → Davis's false claims of
21 control → Trade secret theft → Talentcrowd establishment using pre-
22 petition racketeering proceeds → Talentcrowd operations generating
23 proceeds from stolen assets → [Feb 26, 2024 petition date] → POST-
24 PETITION bankruptcy fraud using fraudulent judgments → POST-
25 PETITION settlements/sale → GBQ's acquisition using proceeds from
26 pre-petition theft → GBQ's continued use of POST-PETITION
27 racketeering income (daily trade secret theft generating \$50,000+) →
28 Ongoing injury to Plaintiffs

603. GBQ's specific liability under § 1962(a) based on POST-PETITION
racketeering:

- GBQ acquired Talentcrowd (an enterprise engaged in interstate
commerce) using proceeds that were themselves derived from pre-
petition racketeering activity (Talentcrowd's \$40-50 million in revenue

1 from trade secret theft and wire fraud);

- 2 ○ GBQ uses income derived from ongoing POST-PETITION
- 3 racketeering activity (daily trade secret theft after February 26, 2024
- 4 generating \$50,000+) to operate the Talentcrown enterprise;
- 5 - GBQ reinvests proceeds of POST-PETITION racketeering (the \$12-
- 6 16 million generated February-December 2025) into continued
- 7 operations;
- 8 - But for GBQ's use of POST-PETITION racketeering income, Mobile
- 9 Monster would be receiving its commission revenue;
- 10 - GBQ's POST-PETITION use of racketeering income directly causes
- 11 ongoing injury to both Plaintiffs.

12 604. Combined injury to Plaintiffs: \$31.4-40.4 million compensatory; \$94.2-

13 121.2 million trebled.

14 605. Pursuant to 18 U.S.C. § 1964(c), Plaintiffs are entitled to recover three

15 times their actual damages, plus costs of suit and reasonable attorney fees.

16 **SECOND CLAIM FOR RELIEF**

17 **Violation of 18 U.S.C. § 1962(b) Acquisition and Control of Enterprise Through**

18 **Racketeering**

19 **(By All Plaintiffs Against All Defendants)**

20 606. Plaintiffs reallege and incorporate by reference paragraphs 1 through

21 605 as though fully set forth herein.

22 607. 18 U.S.C. § 1962(b) provides: "It shall be unlawful for any person

23 through a pattern of racketeering activity or through collection of an unlawful

24 debt to acquire or maintain, directly or indirectly, any interest in or control of

25 any enterprise which is engaged in, or the activities of which affect, interstate

26 or foreign commerce."

27 608. Elements of Section 1962(b):

- 28 ○ (1) A pattern of racketeering activity;
- (2) Defendant acquired or maintained interest in or control of an enterprise;
- (3) Through the pattern of racketeering activity;

- 1 ○ (4) The enterprise is engaged in or affects interstate or foreign
- 2 commerce;
- 3 ○ (5) Plaintiff was injured in business or property by reason of the
- 4 violation.

5 609. Defendants have engaged in a pattern of racketeering activity

6 consisting of over 750 separate predicate acts spanning over eight years (May

7 2017-December 2025), including over 600 pre-petition predicate acts (May

8 2017-February 25, 2024) and over 580 post-petition predicate acts (February

9 26, 2024-December 2025), as detailed in paragraphs 469-571 above.

10 610. Defendants have acquired and maintained, directly and indirectly, an

11 interest in and control of TopDevz, Talentcrowd, and GBQ's Talentcrowd

12 operations (enterprises engaged in activities affecting interstate and foreign

13 commerce) through the pattern of racketeering activity spanning both pre-

14 petition and post-petition periods.

15 **Davis's Acquisition and Maintenance of Control Through Racketeering:**

16 611. Davis acquired and maintained control of TopDevz through a pattern

17 of racketeering activity spanning pre-petition and post-petition periods:

18 **Pre-Petition Racketeering Used to Acquire Control:**

- 19 ○ Wire fraud (§ 1343): Three wire transfers of embezzled \$750,000 (May,
- 20 May, November 2017) falsely represented as Davis's "personal
- 21 investment" to induce formation of company and obtain 49%
- 22 ownership interest; wire transfer of \$37,240 PPP proceeds (December
- 23 2020) falsely represented as personal capital contribution; wire fraud
- 24 campaign to clients transferring business to Davis's control (January-
- 25 March 2022);
- 26 ○ Identity theft (§§ 1028, 1028A): Using Rajae's identity to file false
- 27 TopDevz tax returns (2017-2020) creating false documentary evidence
- 28 showing Davis contributed \$787,240 and entitled to majority
- ownership; using Rajae's and TopDevz's identity in perjured
- declarations to deceive courts that Davis had authority (November 2,
- December 29, 2022; June 26, 2023) in connection with California
- felonies including perjury (Cal. Pen. Code § 118a) and conspiracy (Cal.
- Pen. Code §§ 182(3), (4), (5));

- 1 ○ Tax fraud (§§ 7201, 7206): Filing false Porter and TopDevz tax returns
2 under penalty of perjury (2017-2020) to create false ownership
3 documentation and evade taxation on embezzled funds;
- 4 ○ Bank fraud (§ 1344): PPP loan fraud (April 2020) generating \$328,300
5 used to fund operations; seizure of Wells Fargo account (January 2022)
6 providing access to TopDevz operating capital; opening fraudulent
7 JPMorgan account (January 2022) to control cash flow;
- 8 ○ Trade secret theft (§ 1832): Ordering mass download of 2.5 million
9 record database and all operational data (January 2022) to gain
10 complete operational control of TopDevz's business assets;
- 11 ○ Money laundering (§§ 1956, 1957): Using TopDevz's fraudulent
12 JPMorgan account to make hundreds of transactions in criminally
13 derived property totaling \$15 million (2022-2023), maintaining
14 financial control of the enterprise;
- 15 ○ Obstruction (§ 1512): Seizing servers and destroying evidence
16 (January-May 2022) that would expose the criminal scheme and
17 threaten Davis's control.

15 **Post-Petition Racketeering Used to Maintain Control:**

- 16 ○ Bankruptcy fraud (§§ 152, 157): Filing false oaths to procure
17 conversion (April-May 2024), forging unanimous consent for
18 settlements (October 2024), settling claims for \$200,000 (September-
19 December 2024), and fraudulently purchasing remaining interests for
20 \$100,000 (April-August 2025) to eliminate all challenges to Davis's
21 control through systematic post-petition bankruptcy fraud (30 POST-
22 PETITION violations);
- 23 ○ Wire fraud (§ 1343): Transmitting false declarations via bankruptcy
24 court's electronic filing system (April 2024-August 2025) to maintain
25 the false narrative that Davis has legitimate control (POST-PETITION
26 violations);
- 27 ○ Money laundering (§ 1957): Using criminally derived funds to pay
28 Trustee \$200,000 (December 2024, March 2025) to complete the
29 transfer of control (POST-PETITION violations).

612. Without the pattern of racketeering activity spanning both periods,

1 Davis could not have acquired or maintained any interest in or control of
2 TopDevz:

- 3 ○ The initial acquisition required the embezzled \$750,000 and fraudulent
4 \$37,240 (pre-petition wire fraud, bank fraud)—Davis had no legitimate
5 funds;
- 6 ○ Maintaining control required the false tax returns to create ownership
7 documentation (pre-petition tax fraud, identity theft);
- 8 ○ Expanding control required the false testimony and perjured
9 declarations using Plaintiffs' identities to obtain arbitration orders (pre-
10 petition identity theft connected to California felonies, wire fraud);
- 11 ○ Seizing operational control required the bank fraud, trade secret theft,
12 and wire fraud campaign (pre-petition violations);
- 13 ○ Completing the transfer required the post-petition bankruptcy fraud to
14 extinguish challenges (POST-PETITION violations of §§ 152, 157);
- 15 ○ Every stage of acquisition and maintenance was accomplished
16 "through" racketeering, not legitimate business processes.

15 **Lintz, Frye, and Garcia's Acquisition of Talentcrowd Through Racketeering:**

16 613. Lintz, Frye, and Garcia acquired and maintain control of Talentcrowd
17 through racketeering spanning both periods:

18 **Pre-Petition Racketeering:**

- 19 ○ Trade secret theft (§ 1832): Stealing the 2.5 million record proprietary
20 database, client lists, contractor databases, and methodologies (January
21 2022) that form the foundation of Talentcrowd's business—without
22 these stolen assets, Talentcrowd could not exist;
- 23 ○ Wire fraud (§ 1343): Transmitting fraudulent emails to TopDevz clients
24 (January-March 2022) inducing them to terminate TopDevz contracts
25 and engage Talentcrowd, transferring the client base;
- 26 ○ Money laundering (§§ 1956, 1957): Receiving \$838,554 from
27 TopDevz's criminally derived JPMorgan account (March 2022-January
28 2023) to fund Talentcrowd's establishment and operations, plus Lintz
receiving \$722,335;

- Ongoing trade secret exploitation (§ 1832): Continuing to use stolen assets to generate over \$40-50 million cumulative revenue (February 2022-February 2025), maintaining control through the value created by exploitation.

Post-Petition Racketeering:

- Continued trade secret theft (§ 1832): Ongoing daily exploitation of stolen database under GBQ's ownership (February-December 2025, 300+ POST-PETITION violations), maintaining operational control;
- Money laundering (§ 1957): Conducting hundreds of transactions over \$10,000 in criminally derived property through GBQ's operations (200 POST-PETITION violations).

614. Without the pattern of racketeering activity, Lintz, Frye, and Garcia could not have acquired or maintained any interest in Talentcrowd:

- Talentcrowd had "no external funding" (Lintz's admission)—it was built entirely on stolen TopDevz assets acquired through pre-petition § 1832 violations;
- The \$12 million in year-one revenue was impossible without the stolen 2.5 million record database and established client relationships;
- Their continued employment and equity interests depend entirely on the stolen assets;
- GBQ retained them specifically because they control access to the stolen database and continuing POST-PETITION exploitation requires their participation.

GBQ's Acquisition of Control Through Racketeering:

615. GBQ Partners acquired and maintains control of Talentcrowd and its stolen assets through post-petition racketeering:

Post-Petition Racketeering:

- Acquisition of business built on trade secret theft: GBQ purchased Talentcrowd knowing it was built on stolen assets (constructive knowledge through due diligence revealing pending § 1832 litigation), constituting receipt of proceeds of racketeering activity;

- 1 ○ Continued trade secret theft (§ 1832): GBQ's ongoing daily exploitation
- 2 of stolen database from February 2025-December 2025 (300+ post-
- 3 petition violations) to maintain and expand operational control;
- 4 ○ Money laundering (§ 1957): Each revenue transaction over \$10,000
- 5 derived from stolen assets (estimated 200+ post-petition transactions)
- 6 constitutes money laundering, and these transactions fund GBQ's
- 7 continued control;
- 8 ○ Aiding and abetting: GBQ's knowing acquisition and operation of
- 9 business dependent on stolen assets constitutes conspiracy under §
- 10 1832(a)(5).

11 616. Without the pattern of post-petition racketeering activity, GBQ could

12 not acquire or maintain control:

- 13 ○ GBQ acquired a business that generates \$15-20 million annually, but
- 14 this revenue is possible only through continued exploitation of stolen
- 15 trade secrets (POST-PETITION § 1832 violations);
- 16 ○ GBQ retained Lintz and Frye because they alone have access to and
- 17 knowledge of the stolen database;
- 18 ○ GBQ cannot operate Talentcrowd without committing ongoing POST-
- 19 PETITION § 1832 violations;
- 20 ○ GBQ's control is maintained "through" racketeering—every day of
- 21 operations after February 26, 2024 requires POST-PETITION trade
- 22 secret theft.

23 **Attorney Defendants Aided Acquisition and Maintenance of Control:**

24 617. Attorney Defendants aided, abetted, and conspired in the acquisition

25 and maintenance of control by:

- 26 ○ Transmitting hundreds of fraudulent documents via interstate wire
- 27 facilities (courts' electronic filing systems) falsely legitimizing Davis's
- 28 purported authority (pre-petition § 1343 violations);
- Assembling and filing Davis's three perjured declarations using
- Plaintiffs' identities to procure the \$12 million judgments that forced
- Rajae into bankruptcy and enabled the post-petition schemes (pre-
- petition §§ 1028(a)(7), 1028A, 1343, plus California Penal Code

1 violations including perjury § 118a, conspiracy §§ 182(3)-(5),
2 subornation § 127);

- 3 ○ Participating in the post-petition bankruptcy fraud scheme to eliminate
4 challenges to Davis's control (post-petition §§ 152, 157, 1343—30
5 violations);
- 6 ○ Filing false declarations in bankruptcy court maintaining the false
7 narrative (post-petition violations);
- 8 ○ Receiving millions of dollars in fees from criminally derived TopDevz
9 funds, creating financial stake in the scheme's success (pre-petition §
10 1957 violations);
- 11 ○ Each attorney's racketeering activity directly facilitated Davis's
12 acquisition and maintenance of control.

11 **Injury to Plaintiffs:**

12 618. Plaintiffs have been injured in their business and property by reason of
13 Defendants' violations of 18 U.S.C. § 1962(b):

- 14 ○ Rajace: His 51% ownership interest and control was the very interest
15 Defendants acquired through the pattern of racketeering activity
16 spanning both periods, directly causing his \$22.8-31.8 million in
17 damages (trebled: \$68.4-95.4 million);
- 18 ○ Mobile Monster: Its business relationship with TopDevz was destroyed
19 by Defendants' acquisition of TopDevz through pre-petition
20 racketeering, and its commission revenue was transferred to
21 Talentcrowd and then to GBQ through racketeering spanning both
22 periods, directly causing its \$8.6 million in damages (trebled: \$25.8
23 million), with ongoing monthly losses of \$116,000+ as GBQ maintains
24 control through post-petition racketeering;
- 25 ○ Total: \$31.4-40.4 million compensatory; \$94.2-121.2 million trebled.

26 619. But for Defendants' pattern of racketeering activity spanning both
27 periods:

- 28 ○ Davis could not have acquired or maintained any interest in or control
of TopDevz (no legitimate funds, no false ownership documentation,
no fraudulent judgments to force bankruptcy, no post-petition

1 bankruptcy fraud to extinguish challenges);

- 2 ○ Talentcrowd could not have been established or operated (no stolen
3 database worth tens of millions, no stolen client relationships, no
4 funding from criminally derived JPMorgan account);
- 5 ○ GBQ could not have acquired a business generating \$15-20 million
6 annually (the business would not exist without the pre-petition stolen
7 trade secrets) and could not operate it without committing ongoing
8 POST-PETITION § 1832 violations.

9 620. Causation is particularly clear for GBQ's POST-PETITION conduct:

- 10 ○ GBQ's "acquisition" is not merely a passive purchase—it requires
11 active participation in POST-PETITION racketeering;
- 12 ○ Every day GBQ operates Talentcrowd after February 26, 2024, GBQ
13 commits POST-PETITION trade secret theft under § 1832;
- 14 ○ GBQ "maintains" control "through" ongoing POST-PETITION
15 racketeering (violations occurring daily after February 26, 2024);
- 16 ○ GBQ's control is inseparable from its commission of POST-PETITION
17 predicate acts;
- 18 ○ Mobile Monster's ongoing injury (loss of \$116,000 monthly
19 commission revenue) is directly caused by GBQ's maintenance of
20 control through POST-PETITION racketeering.

21 621. Pursuant to 18 U.S.C. § 1964(c), Plaintiffs are entitled to recover three
22 times their actual damages, plus costs of suit and reasonable attorney fees.

23 **THIRD CLAIM FOR RELIEF**

24 **Violation of 18 U.S.C. § 1962(c) Conducting Enterprise Affairs Through 25 Racketeering**

26 **(By All Plaintiffs Against All Defendants)**

27 622. Plaintiffs reallege and incorporate by reference paragraphs 1 through
28 621 as though fully set forth herein.

623. 18 U.S.C. § 1962(c) provides: "It shall be unlawful for any person
employed by or associated with any enterprise engaged in, or the activities of

1 which affect, interstate or foreign commerce, to conduct or participate,
2 directly or indirectly, in the conduct of such enterprise's affairs through a
3 pattern of racketeering activity."

4 624. Elements of Section 1962(c):

- 5 ○ (1) Defendant is a "person";
- 6 ○ (2) The enterprise exists;
- 7 ○ (3) The enterprise is engaged in or affects interstate or foreign
8 commerce;
- 9 ○ (4) Defendant was employed by or associated with the enterprise;
- 10 ○ (5) Defendant conducted or participated in the conduct of the
11 enterprise's affairs;
- 12 ○ (6) Through a pattern of racketeering activity;
- 13 ○ (7) Plaintiff was injured in business or property by reason of the
14 violation.

15 625. Defendants are "persons" within the meaning of 18 U.S.C. § 1961(3),
16 capable of holding legal or beneficial interests in property.

17 626. The enterprise exists as an association-in-fact of all Defendants as
18 described in paragraphs 450-457 above, consisting of individuals (Davis,
19 Carpenter, Kirk, Scalia, Lintz, Frye, Garcia, Bailey, Hays, Wood) and entities
(GBQ Partners, Talentcrowd, Porter, Mason, TopDevz) who functioned as a
20 continuing unit with defined roles and common purposes.

21 627. The enterprise is engaged in activities affecting interstate and foreign
22 commerce as described in paragraph 454 above, through multi-state software
23 development services, interstate wire communications, FDIC-insured banking
24 transactions, contracts with clients in multiple states, and revenues exceeding
25 \$90 million cumulative from interstate business operations.

26 628. Defendants were employed by or associated with the enterprise at all
27 relevant times, working in coordination to accomplish the common purposes
28 of unlawfully seizing TopDevz, stealing and exploiting trade secrets,
laundering criminal proceeds, and enriching themselves.

629. Defendants conducted and participated, directly and indirectly, in the

1 conduct of the enterprise's affairs through a pattern of racketeering activity
2 spanning pre-petition and post-petition periods.

3 **The Enterprise's "Affairs" Conducted Through Racketeering:**

4 630. The enterprise's "affairs" include its regular business operations and
5 decision-making, which Defendants conducted entirely through commission
6 of over 750 predicate acts rather than through legitimate business activities.

7 631. Specifically, the enterprise's affairs conducted through racketeering
8 include:

9 **Pre-Petition Affairs (May 2017-February 25, 2024):**

- 10 ○ Acquisition and initial operation of TopDevz (through embezzlement,
11 tax fraud, identity theft generating the \$787,240 and false ownership
12 documentation);
- 13 ○ Procurement of false arbitration orders (through false testimony,
14 falsified tax returns, perjury, identity theft connected to California
15 felonies);
- 16 ○ Seizure of operational control (through bank fraud seizing Wells Fargo
17 account, bank fraud opening JPMorgan account, trade secret theft, wire
18 fraud campaign to clients);
- 19 ○ Establishment and operation of Talentcrowd (through trade secret theft
20 providing the assets, wire fraud transferring the clients, money
21 laundering funding the operations with \$838,554 from criminally
22 derived JPMorgan account);
- 23 ○ Procurement of \$12 million fraudulent judgments (through identity
24 theft using Plaintiffs' names in connection with perjury under Cal. Pen.
Code § 118a and conspiracy under Cal. Pen. Code §§ 182(3)-(5), wire
fraud transmitting perjured declarations);
- Destruction of evidence (through obstruction under § 1512 to conceal
crimes and prevent challenges).

25 **Post-Petition Affairs (February 26, 2024-December 2025):**

- 26 ○ Elimination of civil liability (through post-petition bankruptcy fraud—
27 false oaths to procure conversion, forged documents for settlements,
28

1 fraudulent sale scheme—totaling 30 post-petition violations of §§ 152,
2 157, 1343);

- 3 ○ Transfer of ownership to Davis (through post-petition bankruptcy fraud
4 scheme selling estate interests for \$100,000 to bury claims);
- 5 ○ GBQ's acquisition and operation of Talentcrowd (through post-petition
6 trade secret theft—300+ days of daily exploitation February-December
7 2025—and post-petition money laundering—200+ transactions over
8 \$10,000 in criminally derived property);
- 9 ○ Defense of fraudulently obtained positions (through ongoing post-
10 petition wire fraud transmitting false documents via courts' electronic
11 filing systems).

12 632. Each Defendant played specific, essential roles in conducting the
13 enterprise's affairs through racketeering:

14 **Tyler Brandon Davis (Principal):**

- 15 ○ Pre-petition conduct: Committed wire fraud (3 wire transfers of
16 embezzled funds, wire transfer of PPP proceeds, coordinated client
17 email campaign, forged termination letters—Pre-Petition Acts #1-4,
18 #6-120); bank fraud (PPP fraud, Wells Fargo seizure, JPMorgan
19 account opening—Pre-Petition Acts #1-3); identity theft (false tax
20 returns, perjured declarations using Plaintiffs' identities connected to
21 California felonies—Pre-Petition Acts #1-9, #1A-9A); tax fraud (false
22 Porter and TopDevz returns—Pre-Petition Acts #1-5A); ordered trade
23 secret theft (directed mass downloading—Pre-Petition Acts #1-11);
- 24 ○ Post-petition conduct: Participated in bankruptcy fraud (filed false
25 \$10M claim, participated in settlement and sale schemes—POST-
26 PETITION Acts #2-30); committed money laundering (paid \$200,000
27 to Trustee from criminally derived funds—POST-PETITION Acts #1-
28 2); benefited from GBQ's ongoing POST-PETITION exploitation;
- Total participation: Over 200 predicate acts across both periods.

Attorney Defendants (Legal Cover):

- Carpenter (pre-petition and post-petition): Wire fraud (Wells Fargo
email, forged certificates email, dozens of court filings—Pre-Petition

1 Acts #5, #101, #122-200); bank fraud (Wells Fargo seizure—Pre-
2 Petition Act #2); money laundering (received \$196,768 from criminally
3 derived JPMorgan account—Pre-Petition Acts); assembled and filed
4 Davis's perjured declarations using identity theft to commit California
5 felonies including subornation of perjury (Cal. Pen. Code § 127).

- 6 ○ Kirk (pre-petition): Wire fraud (dozens of court filings representing
7 TopDevz without authority—Pre-Petition Acts included in #122-250);
8 forgery under Cal. Pen. Code § 470 (forging TopDevz's legal
9 representation); money laundering (received \$30,000 from criminally
10 derived account—Pre-Petition Act); assembled and filed perjured
11 declarations.
- 12 ○ Scalia (pre-petition): Wire fraud (court filings throughout arbitration
13 and confirmation); presented over 600 pages of falsified tax returns
14 knowing they were fraudulent; presented Davis's false testimony
15 knowing it was perjury; conspired to maintain prohibited arbitration
16 (Cal. Pen. Code § 182(3)); received hundreds of thousands in fees from
17 criminally derived funds.
- 18 ○ Bailey (pre-petition and post-petition): Wire fraud (court filings for
19 Talentcrowd parties—pre-petition); money laundering (received
20 \$4,135 plus additional fees from criminally derived Talentcrowd
21 revenues—Pre-Petition Act); represented Talentcrowd in fraudulent
22 bankruptcy settlements (post-petition).
- 23 ○ Hays (post-petition only): Bankruptcy fraud (filed false oaths April-
24 May 2024, orchestrated conversion, settlements, and sale—POST-
25 PETITION Acts #1-30); wire fraud (transmitted false declarations via
26 bankruptcy court electronic filing system—POST-PETITION Acts #1-
27 8).

28 **Lintz, Frye, Garcia (Operational Executors):**

- Pre-petition conduct: Trade secret theft (downloaded 3,784 files,
downloaded Zoho database, uploaded to topdevz.io—Pre-Petition Acts
#1-12); wire fraud (emails to contractors and clients—Pre-Petition Acts
included in #6-120); obstruction (server seizure, Jira deletions—Pre-
Petition Acts #1-2); money laundering (Lintz received \$722,335, all
three received Talentcrowd distributions from criminally derived

1 revenues—Pre-Petition Acts); ongoing trade secret exploitation (730+
2 days February 2022-February 25, 2024—Pre-Petition Acts #13-100);

- 3 ○ Post-petition conduct: Continued trade secret theft under GBQ
4 ownership (300+ days February-December 2025—POST-PETITION
5 Acts #101-400); facilitated GBQ's money laundering (conducting
6 business generating 200+ transactions over \$10,000 in criminally
7 derived property—POST-PETITION Acts #3-202);
- 8 ○ Total participation: Over 400 predicate acts across both periods, now
9 serving as operational managers for GBQ's ongoing POST-PETITION
10 violations.

11 **GBQ Partners (Successor and Continuing POST-PETITION Participant):**

- 12 ○ Post-petition conduct only: Trade secret theft (daily exploitation of
13 stolen database, February-December 2025, 300+ days—POST-
14 PETITION Acts #101-400); money laundering (approximately 200
15 transactions over \$10,000 in property derived from § 1832 violations—
16 POST-PETITION Acts #3-202); aiding and abetting (acquired
17 Talentcrowd knowing about theft, retained Lintz/Frye/Garcia to
18 continue exploitation); receipt of stolen property (acquired \$40-50M
19 business built on pre-petition theft);
- 20 ○ Total participation: Over 500 post-petition predicate acts;
- 21 ○ GBQ's role: Provide financial resources and legitimacy to continue the
22 stolen business under reputable corporate identity; generate ongoing
23 proceeds from POST-PETITION racketeering (\$12-16 million
24 February-December 2025); expand geographic and financial scope;
25 shield original thieves through established firm structure; conduct the
26 enterprise's operational affairs entirely through POST-PETITION
27 racketeering.

28 **Wood (Intelligence and Obstruction):**

- Pre-petition obstruction (§ 1512): Email deletions (Pre-Petition Acts #3-10); facilitated other acts through intelligence gathering.

Entity Defendants (Instrumentalities):

- Talentcrowd: Primary money laundering vehicle (Pre-Petition Acts

1 #26-50, hundreds of POST-PETITION transactions under GBQ);

- 2 ○ Porter: Source of embezzlement and PPP fraud (Pre-Petition Acts #1-
3 3, Bank Fraud Act #1);
4 ○ Mason: Intermediary for money laundering (Pre-Petition Act #4).

5 633. The racketeering activity was not merely incidental to the enterprise's
6 affairs—it was the primary means by which the affairs were conducted.

7 634. The enterprise could not have functioned without the racketeering
8 activity:

- 9 ○ TopDevz could not have been acquired by Davis without
10 embezzlement and tax fraud (pre-petition);
11 ○ Operational control could not have been seized without bank fraud,
12 trade secret theft, and wire fraud (pre-petition);
13 ○ Talentcrowd could not have been established without trade secret theft
14 and wire fraud (pre-petition);
15 ○ Talentcrowd could not have operated generating \$40-50M without
16 ongoing trade secret exploitation and money laundering (pre-petition);
17 ○ Challenges could not have been eliminated without post-petition
18 bankruptcy fraud (POST-PETITION);
19 ○ GBQ's Talentcrowd operations cannot function without ongoing post-
20 petition trade secret theft—every day of business after February 26,
21 2024 requires commission of POST-PETITION § 1832 violations;
22 ○ Every aspect of the enterprise's affairs was conducted "through"
23 racketeering, not merely "associated with" it.

24 635. GBQ's participation is essential to the continuing enterprise because:

- 25 ○ GBQ now controls the operational entity (Talentcrowd) that exploits
26 the stolen assets;
27 ○ GBQ generates the revenue (\$15-20M annually) that perpetuates the
28 scheme;
○ GBQ commits the ongoing post-petition predicate acts (trade secret
theft, money laundering);

- 1 ○ GBQ provides legitimacy and resources to continue operations that
2 would otherwise be exposed as criminal;
- 3 ○ Without GBQ's POST-PETITION racketeering, the enterprise would
4 have ceased in 2025—GBQ's POST-PETITION conduct is what keeps
5 the enterprise alive.

6 **Injury to Plaintiffs:**

7 636. Plaintiffs have been injured in their business and property by reason of
8 Defendants' violations of 18 U.S.C. § 1962(c):

9 **Ashkan Rajae's injuries to business and property directly caused by § 1962(c)
10 violations:**

- 11 ○ Loss of 51% ownership interest (\$9-15M): Directly caused by
12 Defendants conducting the enterprise's affairs (acquisition and control
13 of TopDevz) through racketeering (embezzlement, tax fraud, identity
14 theft, perjury, bankruptcy fraud) rather than legitimate business
15 processes, destroying the value of Rajae's business property.
- 16 ○ Loss of salary and employment income (\$2.0-2.5M): Directly caused
17 by Defendants conducting the enterprise's operational affairs (seizing
18 TopDevz control, establishing Talentcrowd, operating Talentcrowd
19 through GBQ) through trade secret theft, wire fraud, and bank fraud
20 spanning both periods rather than legitimate business transition,
21 eliminating Rajae's employment income and business earning
22 capacity.
- 23 ○ Loss of business interests and commercial relationships (\$9.3M):
24 Directly caused by Defendants conducting the enterprise's affairs
25 through perjury using Rajae's identity in connection with California
26 felonies (§§ 118a, 182), identity theft (§ 1028(a)(7)), and wire fraud to
27 procure the judgment, then weaponizing that judgment to: strip Rajae
28 of business control over TopDevz, trigger bankruptcy consequences
that extinguished his business interests, destroy ongoing commercial
operations, sever revenue streams and contractual relationships,
eliminate ability to operate or earn income in a business capacity, and
deprive legal authorization to manage the business. Plaintiff does not
seek recovery for reputational harm, emotional distress, or the personal
obligation to pay the judgment. Plaintiff seeks recovery for lost

1 business interests, lost employment capacity, destroyed commercial
2 relationships, lost ability to operate and earn income in a business
3 capacity, and forced dissolution of business assets that resulted because
4 the racketeering defendants procured and weaponized the judgment as
a tool to accomplish the business takeover.

- 5 ○ Legal fees (\$2.5-5.0M): Necessitated by Defendants conducting the
6 enterprise's affairs through over 750 criminal acts spanning both
7 periods targeting Rajae's business and property interests, requiring
8 extensive legal defense to protect ownership rights and commercial
interests;
- 9 ○ Subtotal: \$22.8-31.8 million in damages to business and property
10 (trebled: \$68.4-95.4 million)

11 **Mobile Monster's injuries to business and property directly caused by § 1962(c)**
12 **violations:**

- 13 ○ Loss of commission revenue (\$5.6M): Directly caused by Defendants
14 conducting the enterprise's affairs (transferring TopDevz's business to
15 Talentcrowd, now operated by GBQ) through trade secret theft, wire
16 fraud, and money laundering spanning both periods rather than
legitimate business operations, destroying Mobile Monster's
contractual revenue stream and business relationship.
- 17 ○ Ongoing loss of business revenue (\$116,000+ monthly): Directly
18 caused by GBQ's conduct of Talentcrowd's affairs through post-petition
19 trade secret theft (§ 1832) and money laundering (§ 1957) rather than
20 legitimate operations—each month of GBQ's operations after February
21 26, 2024 constitutes conducting enterprise affairs through POST-
PETITION racketeering causing \$116,000 injury to Mobile Monster's
22 business income;
- 23 ○ Loss of business interests and commercial relationships (\$3.0M):
24 Directly caused by Defendants conducting the enterprise's affairs
25 through identity theft using Mobile Monster's corporate name and
26 perjury to procure the judgment, then weaponizing that judgment to
27 destroy Mobile Monster's commercial relationships, eliminate U.S.
expansion opportunities, sever contractual revenue streams, and strip
28 business property interests. Mobile Monster does not seek recovery for

1 reputational harm or emotional distress. Mobile Monster seeks
2 recovery for lost business interests, destroyed contractual relationships,
3 eliminated commercial opportunities, and lost business revenue.

- 4 ○ Subtotal: \$8.6 million in damages to business and property (trebled:
5 \$25.8 million)

6 637. But for Defendants' conduct of the enterprise's affairs through
7 racketeering spanning both periods, Plaintiffs would not have been injured:

- 8 ○ If Davis had used legitimate means to acquire interest in TopDevz
9 (personal investment, not embezzlement), Rajae's ownership would
10 not have been displaced;
- 11 ○ If Defendants had used legitimate means to operate TopDevz (lawful
12 management succession, not bank fraud and trade secret theft), business
13 would have continued under Rajae;
- 14 ○ If Defendants had used legitimate means in litigation (truthful
15 testimony, not perjury using Plaintiffs' identities in connection with
16 California felonies), no judgments would have been entered;
- 17 ○ If Lintz/Frye/Garcia had used legitimate means to establish
18 Talentcrowd (their own database and clients, not stolen assets), Mobile
19 Monster's commission revenue would not have been diverted;
- 20 ○ If Hays had used legitimate means in bankruptcy (truthful oaths, not
21 POST-PETITION false declarations), the bankruptcy would not have
22 been converted and claims would not have been extinguished;
- 23 ○ If GBQ used legitimate means to operate Talentcrowd (its own database
24 and methodologies, not stolen trade secrets), Mobile Monster would be
25 receiving its commission revenue from restored TopDevz operations;
- 26 ○ Every aspect was accomplished through racketeering, not legitimate
27 business.

28 638. The causation is particularly direct for GBQ's post-petition conduct:

- GBQ conducts Talentcrowd's affairs (daily business operations
generating \$50,000+) entirely "through" POST-PETITION
racketeering;

- 1 ○ Each day of operations after February 26, 2024 = POST-PETITION
- 2 trade secret theft (§ 1832);
- 3 ○ Each client payment over \$10,000 after February 26, 2024 = POST-
- 4 PETITION money laundering (§ 1957);
- 5 ○ There is no separation between GBQ's "affairs" and the POST-
- 6 PETITION racketeering—they are one and the same;
- 7 ○ Mobile Monster's ongoing injury is the direct result of GBQ conducting
- 8 Talentcrowd's affairs through POST-PETITION racketeering (daily
- 9 violations after February 26, 2024) rather than ceasing use of stolen
- assets.

10 639. Total injury to Plaintiffs: \$31.4-40.4 million compensatory; \$94.2-

11 121.2 million trebled.

12 640. Pursuant to 18 U.S.C. § 1964(c), Plaintiffs are entitled to recover three

13 times their actual damages, plus costs of suit and reasonable attorney fees.

14 **FOURTH CLAIM FOR RELIEF**

15 **Violation of 18 U.S.C. § 1962(d)**

16 **RICO Conspiracy**

17 **(By All Plaintiffs Against All Defendants)**

18 641. Plaintiffs reallege and incorporate by reference paragraphs 1 through

19 640 as though fully set forth herein.

20 642. 18 U.S.C. § 1962(d) provides: "It shall be unlawful for any person to

21 conspire to violate any of the provisions of subsection (a), (b), or (c) of this

 section."

22 643. Elements of Section 1962(d):

- 23 ○ (1) Defendant agreed to violate RICO (§§ 1962(a), (b), or (c));
- 24 ○ (2) Defendant knew the general nature and scope of the conspiracy;
- 25 ○ (3) Defendant intended to participate in the conspiracy;
- 26 ○ (4) Overt acts were committed in furtherance;
- 27 ○ (5) Plaintiff was injured in business or property by reason of the
- 28

1 conspiracy.

2 644. Each Defendant agreed to the overall objectives of the enterprise
3 (unlawfully seizing TopDevz, stealing trade secrets, laundering proceeds,
4 eliminating challenges through bankruptcy fraud, continuing exploitation
5 through GBQ) and participated in the conspiracy through overt acts in
6 furtherance of the scheme.

7 645. A RICO conspiracy does not require that each defendant agreed to
8 commit or personally committed each predicate act, only that each defendant
9 agreed to participate in the enterprise and to the commission of at least two
10 predicate acts by someone in furtherance of the scheme.

11 **Evidence of the Conspiracy:**

12 646. The conspiracy is evidenced by multiple indicia spanning pre-petition
13 and post-petition periods:

14 **a. Synchronized timing of criminal activities demonstrating advance planning:**

15 **Pre-petition coordination:**

- 16 ○ Talentcrowd incorporated February 8, 2022, precisely 33 days after
17 Interim Order No. 4 (demonstrating pre-planning);
- 18 ○ Trade secret theft (January 6-14), Wells Fargo seizure (January 7),
19 JPMorgan account opening (January 19), wire fraud email campaign
20 (January 20-31), forged certificates (January 21), server destruction
21 (January 15), Talentcrowd formation (February 8), termination letters
22 (February-March), Talentcrowd client contracts (March)—all within
23 compressed 8-week window;
- 24 ○ This precise coordination across multiple participants demonstrates
25 advance agreement and planning.

26 **Post-petition coordination:**

- 27 ○ Conversion motion filed April 8, 2024 → Conversion order May 9,
28 2024 → Settlement negotiations summer 2024 → Settlements approved
December 10, 2024 → Sale motion April 2, 2025 → Sale approved July
30, 2025 → Sale closed August 14, 2025 → GBQ's acquisition
February 2025;

- Sequential POST-PETITION coordination demonstrates continuing agreement across post-petition period.

b. Shared communications among co-conspirators:

- February 5, 2021: Carpenter email to Scalia and Davis acknowledging dissolution is in exclusive Superior Court jurisdiction yet agreeing to proceed in arbitration;
- January 2022: Emails among Davis, Carpenter, Lintz, Frye, Garcia coordinating the takeover;
- GBQ's negotiations with Lintz and Frye regarding acquisition while litigation pending (demonstrating GBQ's knowing entry into conspiracy);
- Coordinated legal filings across multiple jurisdictions advancing same false narrative spanning both periods;
- Communications between Hays and Davis coordinating POST-PETITION bankruptcy fraud schemes;
- These communications demonstrate agreement and coordination across eight years.

c. Consistent false narrative advanced by all participants across eight years:

- "Davis is the managing member of TopDevz" - this central lie was repeated by:
 - Davis in testimony and declarations (2021-2023—pre-petition);
 - Carpenter in court filings and bank communications (2022-2024—pre-petition and POST-PETITION);
 - Kirk in court filings representing TopDevz (2022-2023—pre-petition);
 - Scalia in arbitration papers (2021-2022—pre-petition);
 - Hays in bankruptcy filings (2024-2025—POST-PETITION);
 - Bailey in Talentcrowd defense (2022-2024—pre-petition and POST-PETITION);
- Same lie, told by six different attorneys plus Davis, to dozens of

1 different tribunals and entities, spanning pre-petition and POST-
2 PETITION periods spanning eight years;

- 3 ○ This uniformity of false representations across multiple participants and
4 both periods demonstrates agreement to advance the same criminal
5 objective.

6 **d. Financial transactions demonstrating conspiracy and shared benefits:**

7 **Pre-petition financial connections:**

- 8 ○ TopDevz JPMorgan account → Cummins & White: \$196,768 (Pre-
9 Petition § 1957 Acts)
10 ○ TopDevz JPMorgan account → Kirk & Toberty: \$30,000 (Pre-Petition
11 § 1957 Act)
12 ○ TopDevz JPMorgan account → Purdy & Bailey: \$4,135 (Pre-Petition
13 § 1957 Act)
14 ○ TopDevz JPMorgan account → Talentcrowd: \$838,554 (Pre-Petition §
15 1957 Acts)
16 ○ TopDevz JPMorgan account → Lintz: \$722,335 (Pre-Petition § 1957
17 Acts)

18 **Post-petition financial connections:**

- 19 ○ Davis → Trustee: \$200,000 (POST-PETITION § 1957 Acts #1-2)
20 ○ GBQ → Talentcrowd sellers: Undisclosed millions
21 ○ GBQ → Lintz/Frye/Garcia: Ongoing compensation from POST-
22 PETITION revenues
23 ○ GBQ's POST-PETITION revenues (\$12-16M) → ongoing proceeds
24 shared among conspirators
25 ○ These financial flows demonstrate conspiracy spanning both periods:
26 Davis paid co-conspirators from criminally derived funds; conspirators
27 accepted knowing payments came from crimes; GBQ paid millions to
28 acquire and continue the stolen business; all shared financially in the
scheme's success across eight years.

///

1 **e. Recruitment pattern demonstrating conscious expansion:**

- 2 ○ Carpenter recruited Kirk (friend from church) in late 2022 when
3 additional legal representation needed;
- 4 ○ Davis recruited Hays in 2023-2024 when bankruptcy expertise needed
5 for POST-PETITION schemes;
- 6 ○ Bailey recruited in June 2022 to provide legal cover for Talentcrowd;
- 7 ○ GBQ recruited into enterprise in 2025 to acquire, legitimize, and
8 continue the stolen business under reputable corporate identity in
9 POST-PETITION period;
- 10 ○ This demonstrates ongoing agreement to expand the conspiracy as
circumstances require, spanning both periods.

11 **f. Express admissions of coordination and agreement:**

- 12 ○ Lintz: "with the express authorization of Davis in his capacity as the
13 Manager of TopDevz, organized Talentcrowd" (judicial admission of
14 conspiracy);
- 15 ○ Davis: "I instructed her [Garcia] to download as much information as
16 humanly possible" (admission of directing trade secret theft);
- 17 ○ Carpenter: "We contend that dissolution is within exclusive Superior
18 Court jurisdiction" (using "we" demonstrates agreement among Davis,
Carpenter, and Scalia);
- 19 ○ GBQ's press release: "the combined firm will operate as one team
20 behind the scenes" (admission of agreement to continue unified
21 operations in POST-PETITION period);
- 22 ○ These admissions establish express agreement and coordination
spanning both periods.

23 **g. GBQ's knowing participation in ongoing POST-PETITION conspiracy:**

- 24 ○ GBQ acquired Talentcrowd with actual or constructive knowledge of
25 pending litigation alleging the business was built on stolen assets;
- 26 ○ GBQ retained Lintz, Frye, and Garcia—the individuals accused of
27 committing the theft—to continue operating the business,
- 28

1 demonstrating agreement that they would continue exploiting the stolen
2 assets through POST-PETITION violations;

- 3 ○ GBQ continues using the stolen database rather than ceasing use,
4 developing legitimate alternatives, or firing Lintz/Frye/Garcia,
5 demonstrating ongoing agreement to benefit from the POST-
6 PETITION conspiracy;
- 7 ○ GBQ generates \$50,000+ daily from stolen assets (POST-PETITION
8 violations), demonstrating agreement to perpetuate the racketeering
9 rather than end it;
- 10 ○ GBQ's substantial investment in acquiring Talentcrowd demonstrates
11 long-term commitment to the conspiracy;
- 12 ○ GBQ's conduct shows agreement to perpetuate the scheme through
13 POST-PETITION racketeering rather than remedy it—this is conscious
14 participation in the ongoing RICO conspiracy.

15 **Overt Acts in Furtherance of Conspiracy:**

16 647. Overt acts in furtherance of the RICO conspiracy include all 750+
17 predicate acts detailed above, including:

18 **Pre-petition overt acts:**

- 19 ○ Wire transfers of embezzled funds (May, May, November 2017);
- 20 ○ False tax returns (2017-2020);
- 21 ○ PPP loan fraud (April 2020);
- 22 ○ False testimony in arbitration (2021-2022);
- 23 ○ Trade secret theft (January 6-14, 2022);
- 24 ○ Bank fraud (Wells Fargo seizure January 7, JPMorgan opening January
25 19, 2022);
- 26 ○ Wire fraud campaign to clients (January 20-31, 2022);
- 27 ○ Evidence destruction (January-May 2022);
- 28 ○ Perjured declarations using identity theft connected to California
felonies (November 2, December 29, 2022; June 26, 2023);

- 1 ○ Procurement of \$12 million judgments (May 12, 2023, confirmed
- 2 August 15, 2023);
- 3 ○ Talentcrowd operations generating \$40-50 million (February 2022-
- 4 February 25, 2024);
- 5 ○ Money laundering through JPMorgan account (\$15 million, 2022-
- 6 2023);
- 7 ○ Over 600 pre-petition overt acts total.

8 **Post-petition overt acts:**

- 9 ○ Hays's false oaths to procure conversion (April 8, April 29, 2024);
- 10 ○ Conversion order (May 9, 2024)—FIRST POST-PETITION
- 11 PREDICATE ACT;
- 12 ○ Davis's false \$10 million bankruptcy claim (2024);
- 13 ○ Forged unanimous consent (October 14, 2024);
- 14 ○ Settlement schemes (September-December 2024)—SECOND POST-
- 15 PETITION PREDICATE ACT SERIES;
- 16 ○ Davis's settlement payments (December 13, 2024);
- 17 ○ Sale scheme (April-August 2025)—THIRD POST-PETITION
- 18 PREDICATE ACT SERIES;
- 19 ○ Davis's purchase payment (March 2025);
- 20 ○ GBQ's acquisition of Talentcrowd (February 2025);
- 21 ○ GBQ's retention of Lintz, Frye, Garcia (February 2025);
- 22 ○ GBQ's daily exploitation of stolen trade secrets (February-December
- 23 2025, 300+ POST-PETITION days);
- 24 ○ GBQ's 200+ monetary transactions over \$10,000 in criminally derived
- 25 property (February-December 2025—POST-PETITION);
- 26 ○ Over 580 post-petition overt acts total.

26 648. Each overt act was committed in furtherance of the conspiracy's

27 objectives:

28

- 1 ○ To transfer TopDevz's \$30 million business from Rajae to Davis and
- 2 co-conspirators;
- 3 ○ To steal and exploit Plaintiffs' trade secrets worth tens of millions;
- 4 ○ To eliminate Mobile Monster's commission revenue and transfer it to
- 5 Talentcrowd/GBQ;
- 6 ○ To conceal the underlying crimes through false legal proceedings;
- 7 ○ To enrich all participants;
- 8 ○ To eliminate challenges through POST-PETITION bankruptcy fraud;
- 9 ○ To perpetuate the scheme through GBQ's acquisition and continued
- 10 POST-PETITION operations.

11 **GBQ's Liability for RICO Conspiracy:**

12 649. GBQ Partners LLC is liable for RICO conspiracy under § 1962(d)

13 because:

- 14 ○ GBQ agreed to perpetuate the enterprise by acquiring and continuing
- 15 Talentcrowd's operations using stolen assets rather than ceasing the
- 16 illegal activity or conducting legitimate due diligence remediation;
- 17 ○ GBQ had knowledge of the underlying misconduct through due
- 18 diligence revealing pending litigation, trade secret theft allegations,
- 19 suspicious circumstances, and red flags that Talentcrowd was built on
- 20 disputed assets;
- 21 ○ GBQ committed numerous overt acts in furtherance of the conspiracy:
- 22 (i) acquiring Talentcrowd knowing about the theft; (ii) retaining Lintz,
- 23 Frye, and Garcia—the accused thieves—demonstrating agreement they
- 24 would continue exploiting stolen assets through POST-PETITION
- 25 violations; (iii) daily exploitation of stolen database (300+ post-petition
- 26 § 1832 violations); (iv) conducting 200+ transactions over \$10,000 in
- 27 criminally derived property (post-petition § 1957 violations); (v)
- 28 generating \$12-16 million in revenue from stolen assets through POST-
- PETITION violations rather than ceasing operations;
- GBQ benefits massively from the conspiracy (millions in revenue from
- stolen assets generated through POST-PETITION violations) and

1 shares in the scheme's success;

- 2 ○ GBQ's acquisition was not a passive purchase—it was active
- 3 recruitment into the ongoing conspiracy because GBQ knew about the
- 4 disputes, retained the thieves to commit POST-PETITION violations,
- 5 and continues committing POST-PETITION predicate acts;
- 6 ○ Under RICO conspiracy law, acquiring a business built on racketeering
- 7 with knowledge and intent to continue the illegal operations through
- 8 POST-PETITION racketeering constitutes joining the conspiracy;
- 9 ○ GBQ's agreement to the POST-PETITION conspiracy is demonstrated
- 10 by its actions: retaining Lintz/Frye/Garcia (agreement to continue their
- 11 methods and commit POST-PETITION violations), continuing to use
- 12 the stolen database daily after February 26, 2024 (agreement to
- 13 perpetuate POST-PETITION theft), generating millions from stolen
- 14 assets through POST-PETITION violations (agreement to benefit from
- 15 POST-PETITION racketeering), refusing to cease operations despite
- 16 ongoing litigation (agreement to defy legal challenges through
- 17 continued POST-PETITION crimes).

18 650. The conspiracy spans pre-petition and post-petition periods seamlessly:

- 19 ○ Pre-petition conspirators (Davis, attorneys, Lintz, Frye, Garcia)
- 20 established the foundation through initial crimes;
- 21 ○ Hays joined the conspiracy in the post-petition period to execute
- 22 bankruptcy fraud;
- 23 ○ GBQ joined the conspiracy in the post-petition period to acquire and
- 24 continue the stolen business through POST-PETITION racketeering;
- 25 ○ The conspiracy evolved but the core agreement remained constant:
- 26 steal and exploit Plaintiffs' business for conspirators' enrichment,
- 27 spanning both periods.

28 **Injury to Plaintiffs:**

651. Plaintiffs have been injured in their business and property by reason of Defendants' RICO conspiracy:

- Rajae: \$22.8-31.8 million in direct damages (trebled: \$68.4-95.4 million);

- 1 ○ Mobile Monster: \$8.6 million in direct damages (trebled: \$25.8
- 2 million), with ongoing injury of \$116,000+ monthly as the conspiracy
- 3 continues through GBQ's POST-PETITION operations;
- 4 ○ Total: \$31.4-40.4 million compensatory; \$94.2-121.2 million trebled.

5 652. But for the RICO conspiracy spanning both periods:

- 6 ○ The enterprise would not have formed or functioned;
- 7 ○ No single defendant could have accomplished the objectives alone;
- 8 ○ Davis's embezzlement alone would not have succeeded without
- 9 attorney Defendants providing legal cover;
- 10 ○ The trade secret theft alone would not have generated \$50+ million
- 11 without the wire fraud campaign transferring clients;
- 12 ○ The pre-petition crimes would not have succeeded without the POST-
- 13 PETITION bankruptcy fraud to eliminate challenges;
- 14 ○ The stolen business would not continue generating millions without
- 15 GBQ's acquisition, resources, and ongoing participation in the POST-
- 16 PETITION conspiracy;
- 17 ○ The conspiracy was essential to the scheme's success across both
- 18 periods, and Plaintiffs' injuries directly resulted from the coordinated
- 19 conduct of all conspirators.

20 653. GBQ's POST-PETITION conspiracy liability is particularly clear:

- 21 ○ GBQ could not claim ignorance—due diligence revealed the litigation;
- 22 ○ GBQ could not claim passive investment—it retained the accused
- 23 thieves as operators;
- 24 ○ GBQ could not claim cessation—it continues exploiting stolen assets
- 25 daily through POST-PETITION violations;
- 26 ○ GBQ could not claim no agreement—its retention of Lintz/Frye and
- 27 continued use of stolen database through POST-PETITION violations
- 28 demonstrate express agreement to perpetuate the conspiracy;
- GBQ's POST-PETITION participation perpetuates Mobile Monster's
- injury (each month GBQ operates through POST-PETITION

1 racketeering = \$116,000 lost commission to Mobile Monster).

2 654. Pursuant to 18 U.S.C. § 1964(c), Plaintiffs are entitled to recover three
3 times their actual damages, plus costs of suit and reasonable attorney fees.

4 **IX. PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs Ashkan Rajae and Mobile Monster, Inc. respectfully
6 request that this Court enter judgment in their favor and against Defendants as
7 follows:

8 **A. Monetary Damages**

9 1. An award of compensatory damages for Plaintiffs' direct injuries to business
10 and property in an amount to be proven at trial, but not less than:

11 **Plaintiff Ashkan Rajae: \$22,800,000 minimum, comprising:**

- 12 ○ Loss of 51% ownership interest in TopDevz (business property):
13 \$9,000,000-\$15,000,000 (based on TopDevz's valuation of \$18-30
14 million, reduced to zero by Defendants' racketeering);
- 15 ○ Loss of salary and employment income (business earning capacity):
16 \$2,000,000-\$2,500,000 (employment income at \$200,000-\$500,000
17 annually for 48 months, terminated by Defendants' takeover);
- 18 ○ Loss of business interests and commercial relationships from
19 weaponization of fraudulent judgment: \$9,373,566.64 — Defendants
20 engaged in a pattern of racketeering to procure a sham judgment
21 through wire fraud, identity theft using Rajae's name in connection
22 with California felonies (perjury under Cal. Pen. Code § 118a,
23 conspiracy under Cal. Pen. Code §§ 182(3)-(5)), and tax fraud. That
24 judgment was then weaponized to: strip Plaintiff of business control
25 over TopDevz, trigger bankruptcy consequences that extinguished
26 business interests, destroy ongoing commercial operations, sever
27 revenue streams and contractual relationships, eliminate ability to
28 operate or earn income in a business capacity, deprive legal
authorization to manage the business (L-1A visa destruction), and
destroy professional standing and ability to attract clients and investors.
Plaintiff does not seek recovery for reputational harm, emotional
distress, or the personal obligation to pay the judgment. Plaintiff seeks
recovery for lost business interests, lost employment capacity,

1 destroyed commercial relationships, and lost ability to operate and earn
2 income in a business capacity that resulted because the racketeering
3 defendants procured and weaponized the judgment.

- 4 ○ Legal fees and costs to defend business interests: \$2,500,000-
5 \$5,000,000 (business expenses incurred to protect ownership rights and
6 commercial interests);

6 **Plaintiff Mobile Monster, Inc.: \$8,600,000 minimum, comprising:**

- 7 ○ Loss of contractual commission revenue (business income): \$5,600,000
8 (7% commission on TopDevz revenues at approximately \$1.4 million
9 annually for 48 months, lost due to destruction of business
10 relationship);
- 11 ○ Loss of business interests and commercial relationships from
12 weaponization of fraudulent judgment: \$3,000,000 — Defendants
13 engaged in a pattern of racketeering to procure a sham judgment using
14 Mobile Monster's corporate identity. That judgment was then
15 weaponized to: destroy Mobile Monster's commercial relationships
16 with TopDevz and U.S. clients, eliminate Mobile Monster's ability to
17 expand U.S. operations, sever Mobile Monster's contractual revenue
18 stream, and strip Mobile Monster's business property interest in the
19 TopDevz commission arrangement. Mobile Monster does not seek
20 recovery for reputational harm or emotional distress. Mobile Monster
21 seeks recovery for lost business interests, destroyed contractual
22 relationships, eliminated commercial opportunities, and lost business
23 revenue.
- 24 ○ Ongoing loss of business revenue: \$116,000+ monthly as GBQ
25 continues operations through post-petition racketeering.

22 **Total Minimum Compensatory Damages to Business and Property:**
23 **\$31,400,000**

- 24 1. MANDATORY TREBLING of all compensatory damages pursuant to 18
25 U.S.C. § 1964(c), for a total of \$94,200,000 MINIMUM (three times
26 \$31,400,000), as required by federal RICO statute for all persons injured in
27 their business or property by reason of violations of 18 U.S.C. § 1962;
- 28 2. Pre-judgment interest at the maximum rate allowed by law from the date each

1 injury was sustained through the date of judgment;

2 3. Post-judgment interest at the federal statutory rate from the date of judgment
3 until paid in full;

4 4. Costs of suit pursuant to 18 U.S.C. § 1964(c), including:

- 5 ○ Filing fees and service of process costs;
- 6 ○ Deposition costs and court reporter fees;
- 7 ○ Expert witness fees and costs;
- 8 ○ Document production and discovery costs;
- 9 ○ Trial exhibit preparation costs;
- 10 ○ All other costs of litigation authorized by law;

11 5. Reasonable attorney fees pursuant to 18 U.S.C. § 1964(c) for prosecution of
12 this action;

13 **B. Disgorgement of All Proceeds of Racketeering Activity**

14 7. An order for complete disgorgement and restitution of all proceeds, profits,
15 revenues, and benefits obtained by Defendants through the pattern of
16 racketeering activity spanning pre-petition and post-petition periods,
including but not limited to:

17 **From Defendant GBQ Partners LLC (POST-PETITION Proceeds):**

- 18 ○ All revenues and gross receipts generated from Talentcrowd operations
19 from the acquisition date (February 2025) through the present,
20 conservatively estimated at \$12,000,000-\$16,000,000 for the February-
21 December 2025 post-petition period based on \$15-20 million annual
revenue run rate;
- 22 ○ All net profits derived from post-petition exploitation of Plaintiffs'
23 stolen trade secrets, estimated at 20-30% profit margin on revenues
24 (\$2.4-4.8 million in net profits from POST-PETITION violations);
- 25 ○ The value GBQ obtained through acquisition of Talentcrowd,
26 conservatively estimated at \$10,000,000-\$20,000,000 based on the
27 \$40-50 million in cumulative revenue that Talentcrowd generated using
28 stolen assets from February 2022-February 2025 prior to GBQ's

1 acquisition (pre-petition revenues that created the value GBQ
2 purchased);

- 3 ○ All compensation, salaries, bonuses, equity distributions, and benefits
4 paid to Joshua Lintz, Amanda Frye, and Melissa Garcia since GBQ's
5 acquisition (February 2025-present) for facilitating post-petition
6 violations;
- 7 ○ All accounts receivable and work-in-progress as of the date of judgment
8 representing future revenues from contracts obtained using stolen assets
9 through POST-PETITION violations;
- 10 ○ All goodwill, client relationships, and intangible business value
11 associated with the Talentcrowd name and operations (derived from
12 Plaintiffs' stolen assets);
- 13 ○ Any proceeds received by GBQ or its principals from any resale,
14 transfer, or further disposition of the Talentcrowd business or assets;
- 15 ○ All property, real or personal, purchased with proceeds from
16 Talentcrowd's POST-PETITION operations (February-December
17 2025).

18 **From Defendant Talentcrowd, LLC and its principals (Lintz, Frye, Garcia) -**
19 **Pre-Petition Proceeds:**

- 20 ○ All revenues and gross receipts generated from Talentcrowd operations
21 from formation (February 8, 2022) through sale to GBQ (February
22 2025), conservatively estimated at \$40,000,000-\$50,000,000 based on:
 - 23 ▪ Year one (2022-2023): \$12 million (evidenced by Frye's
24 statement of "90k hours of service" at \$115-135/hour billing
25 rates);
 - 26 ▪ Year two (2023-2024): \$15 million (estimated based on
27 continued pre-petition operations);
 - 28 ▪ Year three (2024-February 2025): \$13-23 million (estimated
based on continued pre-petition operations);
- All net profits from these pre-petition operations (estimated at \$8-15
million over the three-year period);

- 1 ○ All consideration received from sale to GBQ Partners (amount to be
- 2 determined through discovery and accounting);
- 3 ○ All salary, bonuses, distributions, and equity payments received by
- 4 Lintz, Frye, and Garcia from Talentcrowd operations prior to GBQ
- 5 acquisition (Lintz alone received \$722,335.83 from TopDevz account,
- 6 plus millions more from Talentcrowd operations);
- 7 ○ All property purchased with Talentcrowd proceeds by Lintz, Frye,
- 8 Garcia, or their family members.

8 **From Defendant Tyler Brandon Davis:**

- 9 ○ The embezzled \$750,000 from Porter Consulting (three wire transfers
- 10 May-November 2017—pre-petition);
- 11 ○ The laundered \$37,240 from PPP loan fraud (pre-petition);
- 12 ○ All distributions and payments received from TopDevz's fraudulent
- 13 JPMorgan Chase account (2022-2023—pre-petition);
- 14 ○ All proceeds received from Talentcrowd operations or from sale to
- 15 GBQ;
- 16 ○ The \$100,000 paid to Trustee as fraudulent settlement payment
- 17 (December 2024—POST-PETITION);
- 18 ○ The \$100,000 paid to Trustee as fraudulent purchase payment (March
- 19 2025—POST-PETITION);
- 20 ○ All ownership interests purportedly acquired in TopDevz through
- 21 racketeering;
- 22 ○ All value derived from the fraudulent bankruptcy sale.

22 **From Attorney Defendants (Carpenter, Kirk, Scalia, Bailey, Hays):**

- 23 ○ All legal fees received from criminally derived funds, specifically:
 - 24 ▪ Scott R. Carpenter and Cummins & White, LLP: \$196,768 (from
 - 25 TopDevz JPMorgan account—pre-petition);
 - 26 ▪ J. Douglas Kirk and Kirk & Toberty: \$30,000+ (from TopDevz
 - 27 JPMorgan account—pre-petition);
 - 28 ▪ Joseph W. Scalia: Hundreds of thousands of dollars (amount to

1 be determined through discovery—pre-petition);

- 2 ▪ Micah L. Bailey and Purdy & Bailey, LLP: \$4,135 from
- 3 TopDevz account plus additional fees from Talentcrowd pre-
- 4 petition operations, plus fees from POST-PETITION bankruptcy
- 5 work;
- 6 ▪ D. Edward Hays: All fees received from Davis, TopDevz, or
- 7 bankruptcy-related work (amount to be determined through
- 8 discovery—POST-PETITION);

- 9 ○ All property purchased with these criminally derived fees.

8. Complete accounting and tracing of all financial transactions involving:

- 10 ○ GBQ Partners LLC (POST-PETITION): Purchase price paid for
- 11 Talentcrowd; all revenues from Talentcrowd operations February
- 12 2025-present; all payments to Lintz, Frye, Garcia; complete client list
- 13 and contract values; all accounts receivable; complete forensic
- 14 accounting of database usage and trade secret exploitation
- 15 demonstrating POST-PETITION violations;
- 16 ○ Talentcrowd, LLC (Pre-Petition): All revenues from formation
- 17 (February 8, 2022) through GBQ acquisition (February 2025); all
- 18 expenses and distributions; proceeds from sale to GBQ; complete client
- 19 list and revenue by client; complete contractor list and payments;
- 20 ○ TopDevz, LLC: All transactions from January 1, 2017 through present;
- 21 complete JPMorgan Chase account transaction history (January 2022-
- 22 January 2023, approximately \$15 million—pre-petition); Wells Fargo
- 23 account history;
- 24 ○ Porter Consulting, LLC: The \$750,000 in wire transfers (May, May,
- 25 November 2017—pre-petition); the \$328,300 PPP loan and all
- 26 disbursements; the \$37,240 wire transfer to Mason;
- 27 ○ Mason Building & Design, LLC: The \$37,240 check to TopDevz and
- 28 reimbursement from Porter;
- All Defendants: Complete tracing of all proceeds of racketeering
- activity from initial pre-petition crimes through present disposition
- through GBQ's current POST-PETITION operations.

1 **C. Permanent Injunctive Relief to Prevent Ongoing Federal Crimes**

2 9. A permanent injunction pursuant to 18 U.S.C. § 1964(a) and 18 U.S.C. §
3 1832(b) (which expressly authorizes injunctive relief for trade secret
4 violations), ordering that:

5 **a. Immediate cessation of trade secret theft (preventing ongoing POST-
6 PETITION violations of 18 U.S.C. § 1832):**

7 Defendants GBQ Partners LLC, Talentcrowd, LLC, Joshua Paul Lintz, Amanda
8 Frye, and Melissa Garcia, and all persons, entities, officers, directors, employees,
9 agents, successors, and assigns acting in concert or participation with them, are
PERMANENTLY ENJOINED from:

- 10 ○ Using, accessing, exploiting, disclosing, transferring, selling, licensing,
11 or benefiting from in any manner whatsoever Plaintiffs' trade secrets
and confidential proprietary information, including:
 - 12 ▪ The proprietary database containing approximately 2.5 million
13 contact records with over 40 attributes per record;
 - 14 ▪ Any and all recruiting methodologies, sourcing techniques,
15 validation processes, and business intelligence systems
developed by Plaintiffs;
 - 16 ▪ Any and all client lists, client relationship histories, client
17 preferences, and client contact information stolen from
18 Plaintiffs;
 - 19 ▪ Any and all contractor lists, contractor databases, skills
20 assessments, performance ratings, and contractor contact
information stolen from Plaintiffs;
 - 21 ▪ Any and all financial data, accounting information, operational
22 procedures, business plans, or strategic information stolen from
23 Plaintiffs;
 - 24 ▪ Any derivative works, compilations, databases, or systems based
25 upon or incorporating Plaintiffs' stolen information;
- 26 ○ GBQ Partners shall immediately cease and desist all Talentcrowd
27 operations that depend upon, utilize, or derive value from Plaintiffs'
28 stolen trade secrets, which includes substantially all current

1 Talentcrowd operations;

- 2 ○ Within ten (10) days of this Court's order, Defendants shall:
- 3 ▪ Destroy or return all copies of Plaintiffs' confidential information
- 4 in any form (electronic, paper, cloud storage, backup systems,
- 5 employee devices);
- 6 ▪ Certify in writing under penalty of perjury that all such
- 7 information has been destroyed or returned;
- 8 ▪ Provide sworn declarations from GBQ's officers, Lintz, Frye, and
- 9 Garcia certifying compliance;
- 10 ○ Within thirty (30) days of this Court's order:
- 11 ▪ Provide complete forensic access to GBQ's and Talentcrowd's
- 12 computer systems, databases, and records to allow Plaintiffs'
- 13 experts to verify destruction and non-use of stolen information;
- 14 ▪ Provide detailed accounting of all revenue generated from use of
- 15 stolen trade secrets from February 8, 2022 through present,
- 16 itemized by client and time period, specifically including GBQ's
- 17 POST-PETITION revenues from February 2025-present;
- 18 ▪ Identify all clients currently being serviced and certify whether
- 19 those relationships were derived from Plaintiffs' stolen client
- 20 lists;
- 21 ▪ Identify all contractors in current database and certify whether
- 22 they were sourced through Plaintiffs' stolen recruiting database.

23 **b. Prohibition against using Plaintiffs' identities and names without**

24 **authorization:**

25 Defendants Tyler Brandon Davis, Scott R. Carpenter, J. Douglas Kirk, Joseph W.

26 Scalia, D. Edward Hays, and all persons acting in concert with them, are

27 PERMANENTLY ENJOINED from:

- 28 ○ Transmitting via any interstate wire facility (including but not limited to courts' electronic filing systems, email, telephone, internet) any documents, statements, declarations, pleadings, or communications that falsely represent:

- 1 ▪ That Davis is, was, or ever became the "managing member" or
- 2 "manager" of TopDevz, LLC;
- 3 ▪ That Davis has or had authority to act on behalf of TopDevz,
- 4 LLC;
- 5 ▪ That Rajaece was lawfully removed as Manager of TopDevz;
- 6 ▪ That the arbitration proceedings had jurisdiction to effect
- 7 dissolution or removal of Manager;
- 8 ▪ That Kirk had authority to represent TopDevz;
- 9 ▪ That TopDevz authorized or joined any petition, claim, or
- 10 proceeding initiated by Davis;
- 11 ○ Using, filing, or presenting in any judicial, administrative, or arbitral
- 12 proceeding Davis's three perjured declarations dated November 2,
- 13 2022, December 29, 2022, and June 26, 2023 (which used Plaintiffs'
- 14 identities to commit California felonies);
- 15 ○ Using TopDevz's name, taxpayer identification number, or other
- 16 identifying information without express written authorization from
- 17 Rajaece as lawful Manager;
- Filing any documents in any proceeding purportedly on behalf of
- TopDevz without Rajaece's express written authorization.

18 **c. Restraining order preventing future RICO violations:**

19 All Defendants are PERMANENTLY ENJOINED from:

- 20 ○ Further violations of 18 U.S.C. § 1343 (wire fraud);
- 21 ○ Further violations of 18 U.S.C. § 1344 (bank fraud);
- 22 ○ Further violations of 18 U.S.C. § 1832 (theft of trade secrets);
- 23 ○ Further violations of 18 U.S.C. §§ 1028 and 1028A (identity theft and
- 24 aggravated identity theft);
- 25 ○ Further violations of 18 U.S.C. § 1512 (obstruction of justice);
- 26 ○ Further violations of 18 U.S.C. §§ 1956 and 1957 (money laundering);
- 27 ○ Further violations of 18 U.S.C. §§ 152 and 157 (bankruptcy fraud);
- 28

- 1 ○ Further violations of 26 U.S.C. §§ 7201 and 7206 (tax evasion and
2 filing false returns);
- 3 ○ Destroying, concealing, altering, or tampering with any documents,
4 records, electronic data, or other evidence relating to the matters alleged
5 in this complaint;
- 6 ○ Engaging in any monetary transactions with each other involving
7 property derived from specified unlawful activity;
- 8 ○ Transferring, selling, conveying, encumbering, or dissipating any
9 assets traceable to proceeds of racketeering activity pending full
10 satisfaction of judgment;
- 11 ○ Intimidating, threatening, harassing, or retaliating against Plaintiffs,
12 any witnesses, or any persons who provided evidence regarding the
13 racketeering activity.

14 **d. Specific injunctive relief against GBQ Partners LLC:**

15 Defendant GBQ Partners LLC is PERMANENTLY ENJOINED from:

- 16 ○ Operating any business using Plaintiffs' stolen trade secrets under any
17 name (including Talentcrowd, GBQ Talent Solutions, or any other
18 designation);
- 19 ○ Employing, contracting with, or engaging Joshua Paul Lintz, Amanda
20 Frye, or Melissa Garcia in any capacity relating to:
 - 21 ▪ IT staffing or recruiting services;
 - 22 ▪ Software development contractor placement;
 - 23 ▪ Use of any databases, methodologies, or systems derived from or
24 related to TopDevz or the stolen assets;
 - 25 ▪ Any business operations that would utilize or benefit from the
26 individuals' knowledge of Plaintiffs' stolen trade secrets or that
27 would constitute POST-PETITION violations;
- 28 ○ Transferring, selling, or disposing of the Talentcrowd business, assets,
client contracts, or goodwill to any third party pending resolution of this
action and full disgorgement of POST-PETITION proceeds;

- 1 ○ Making any distributions, dividends, or payments to GBQ's members,
2 shareholders, or principals from revenues or proceeds derived from
3 Talentcrowd operations (which revenues are derived from POST-
4 PETITION § 1832 and § 1957 violations);
- 5 ○ Continuing any client relationships that were originally TopDevz
6 clients and were transferred to Talentcrowd through the January-March
7 2022 wire fraud campaign.

8 **D. Constructive Trust Over Criminally Derived Property**

9 10.Imposition of a constructive trust in favor of Plaintiffs Ashkan Rajaee and
10 Mobile Monster, Inc. as equitable owners, over the following property, with
11 Defendants holding merely legal title as trustees for Plaintiffs' benefit:

12 **a. GBQ Partners' Talentcrowd operations and assets (POST-PETITION):**

- 13 • The entire Talentcrowd business unit or division as operated by GBQ
14 Partners;
- 15 • All client contracts, statements of work, and accounts receivable associated
16 with Talentcrowd operations;
- 17 • All revenues generated from Talentcrowd operations from February 2025
18 through the date of final judgment (estimated at \$1.5-2.0 million monthly
19 from POST-PETITION violations);
- 20 • All databases, software systems, operational infrastructure, and technology
21 assets acquired from Talentcrowd;
- 22 • All intellectual property, methodologies, processes, and know-how associated
23 with Talentcrowd (stolen from Plaintiffs);
- 24 • All goodwill and going concern value of the Talentcrowd business (derived
25 from stolen assets);
- 26 • Any proceeds held by GBQ from Talentcrowd operations in bank accounts,
27 investments, or other property;

28 **b. Original Talentcrowd assets and proceeds (Pre-Petition):**

- Talentcrowd, LLC entity (if still existing separate from GBQ);
- All proceeds from the sale of Talentcrowd to GBQ Partners (to be determined)

1 through accounting);

- 2 • Any retained assets, accounts receivable, or property held by Talentcrowd,
3 Lintz, Frye, or Garcia;

4 **c. TopDevz-related assets:**

- 5 • Any ownership interests, membership certificates, or rights in TopDevz, LLC
6 purportedly held by Davis (acquired through violations of 18 U.S.C. §§ 1343,
7 1344, 1028, 1028A, 7201, 7206);
8 • Any property purportedly transferred from TopDevz to Davis pursuant to the
9 fraudulent bankruptcy sale (POST-PETITION fraud);

10 **d. Attorney fees paid from criminally derived funds:**

- 11 • All legal fees held in trust accounts or operating accounts of Cummins &
12 White, LLP; Kirk & Toberty; Law Offices of Joseph W. Scalia, APC; Purdy
13 & Bailey, LLP; and Marshack Hays LLP that were paid from TopDevz's
14 fraudulent JPMorgan Chase account or from other proceeds of racketeering
15 activity;
- 16 • Any property purchased by attorney Defendants with such fees;

17 **e. Other criminally derived property:**

- 18 • All real property, personal property, vehicles, investment accounts, bank
19 accounts, retirement accounts, and other assets purchased by any Defendant
20 with proceeds traceable to the pattern of racketeering activity spanning both
21 periods;
- 22 • All accounts receivable, contract rights, and intangible property derived from
23 exploitation of Plaintiffs' stolen trade secrets.

24 **E. Forfeiture of Property Used in or Derived from RICO Violations**

25 11. Pursuant to 18 U.S.C. § 1963 (criminal forfeiture provisions applicable to civil
26 RICO actions) and this Court's equitable powers under 18 U.S.C. § 1964, an
27 order for civil forfeiture of:

28 **a. Business interests acquired through racketeering:**

- GBQ Partners' entire ownership interest in the Talentcrowd business, as this
interest was acquired using proceeds traceable to racketeering activity (GBQ

1 paid for Talentcrowd with knowledge it was built on stolen assets obtained
2 through pre-petition violations, making the acquisition proceeds of specified
3 unlawful activity, and GBQ maintains this interest through ongoing POST-
4 PETITION violations);

- 5 • Davis's purported ownership interests in TopDevz, LLC (acquired through
6 embezzlement, PPP fraud, identity theft, tax fraud, wire fraud, bank fraud, and
7 maintained through POST-PETITION bankruptcy fraud);
- 8 • Lintz's, Frye's, and Garcia's ownership interests in Talentcrowd (acquired
9 through trade secret theft, wire fraud, and money laundering);

10 **b. Monetary proceeds subject to forfeiture:**

- 11 • The \$200,000 paid by Davis to the Trustee in bankruptcy settlements
12 (December 2024 and March 2025), representing POST-PETITION proceeds
13 of specified unlawful activity under 18 U.S.C. § 1957;
- 14 • The \$787,240 in fraudulent capital contributions (embezzlement and PPP
15 fraud—pre-petition);
- 16 • All attorney fees paid from TopDevz's JPMorgan Chase account (over \$1
17 million total—pre-petition);

18 **c. Property used to facilitate RICO violations:**

- 19 • The TopDevz JPMorgan Chase bank account (account ending in 0516) and
20 all funds therein or traceable thereto;
- 21 • Computer systems, servers, and electronic storage devices containing
22 Plaintiffs' stolen trade secrets currently used by GBQ;
- 23 • The "topdevz.io" domain and related electronic infrastructure used to commit
24 wire fraud;
- 25 • Corporate entities used as instrumentalities: Porter Consulting, LLC; Mason
26 Building & Design, LLC (to the extent necessary to trace and recover
27 proceeds).

28 **F. Preliminary Injunctive Relief (Pending Final Judgment)**

12. Pending entry of final judgment in this action, Plaintiffs request:

- a. Preliminary injunction with identical scope to the permanent injunction requested

1 above, particularly:

- 2 • Immediate order enjoining GBQ Partners from continuing to exploit
3 Plaintiffs' stolen trade secrets through any Talentcrowd operations (preventing
4 continuing POST-PETITION violations of 18 U.S.C. § 1832 causing
5 irreparable harm of \$50,000+ daily to Plaintiffs);
- 6 • Order requiring GBQ to cease operations depending on stolen assets pending
7 trial;

8 **b. Preservation of assets pending judgment:**

- 9 • Order requiring GBQ Partners to deposit all gross revenues from Talentcrowd
10 operations into a court-supervised escrow account or trust account pending
11 final judgment (preventing dissipation of POST-PETITION proceeds while
12 case proceeds);
- 13 • Asset freeze on all Defendants' property traceable to racketeering activity,
14 including GBQ's Talentcrowd assets, bank accounts, and accounts receivable;
- 15 • Order prohibiting Defendants from transferring, selling, encumbering, or
16 dissipating any assets pending final judgment;

17 **c. Expedited discovery:**

- 18 • Order permitting expedited discovery on the narrow issues of: (i) GBQ's
19 revenues from Talentcrowd operations February 2025-present (POST-
20 PETITION proceeds); (ii) GBQ's purchase price and terms for acquiring
21 Talentcrowd; (iii) GBQ's due diligence findings; (iv) current use of Plaintiffs'
22 stolen database and trade secrets demonstrating POST-PETITION violations;
23 (v) identification and location of proceeds of racketeering activity from both
24 periods;
- 25 • Order requiring GBQ to produce complete financial records for Talentcrowd
26 operations within 30 days.

27 **G. Appointment of Receiver or Special Master**

28 13. In the alternative, or in addition to the relief requested above, appointment of
a receiver or special master with authority to:

- Take possession and control of GBQ's Talentcrowd operations pending final
resolution of this action;

- 1 • Manage the business to preserve asset value while preventing ongoing POST-
2 PETITION trade secret violations (potentially by developing legitimate
3 replacement database and methodologies);
- 4 • Trace all proceeds of racketeering activity through GBQ's and other
5 Defendants' financial records spanning both periods;
- 6 • Prevent dissipation of criminally derived assets;
- 7 • Provide regular accountings to the Court and parties;
- 8 • Ensure compliance with any preliminary injunction orders.

9 **H. Enforcement Mechanisms**

10 14.To ensure compliance with any injunctive relief granted:

- 11 • Authority for Plaintiffs to conduct reasonable monitoring and inspection of
12 Defendants' compliance, including forensic examination of computer
13 systems;
- 14 • Civil contempt sanctions for any violations of injunctive orders, including:
 - 15 ○ Monetary sanctions of \$10,000 per day for each day of continued use
16 of stolen trade secrets (each day = POST-PETITION § 1832 violation);
 - 17 ○ Monetary sanctions of \$5,000 per violation for each false statement
18 transmitted via wire facilities;
 - 19 ○ Coercive incarceration if necessary to compel compliance;
- 20 • Appointment of a special master to monitor compliance with trade secret
21 injunction, with costs charged to Defendants;
- 22 • Criminal contempt referrals to the U.S. Attorney's Office for willful violations
23 of federal court orders.

24 **I. Referrals to Governmental and Professional Authorities**

25 15.Referral of attorney Defendants to the State Bar of California for investigation
26 and disciplinary proceedings based on:

- 27 • Violations of California Rules of Professional Conduct;
- 28 • Commission of federal crimes (18 U.S.C. §§ 1343, 1344, 1832, 1028, 1028A,
1512, 1956, 1957, 152, 157);

- 1 • Commission of California state felonies (Pen. Code §§ 118a (perjury), 127
2 (subornation of perjury), 182 (conspiracy), 470 (forgery), 530.5 (identity
3 theft));
- 4 • Breach of duties as officers of the court;
- 5 • Requesting permanent disbarment or suspension from practice of:
 - 6 ○ Scott R. Carpenter (State Bar No. 144259);
 - 7 ○ J. Douglas Kirk;
 - 8 ○ Joseph W. Scalia;
 - 9 ○ Micah L. Bailey (State Bar No. 248384);
 - 10 ○ D. Edward Hays (State Bar No. 162507).

11 16. Referral of the criminal conduct to appropriate federal and state law
12 enforcement and regulatory authorities for criminal investigation and
13 prosecution, including:

- 14 • Federal Bureau of Investigation - for investigation of the criminal enterprise
15 and all predicate acts under 18 U.S.C. §§ 1961-1968 (RICO), 1343 (wire
16 fraud), 1344 (bank fraud), 1028 and 1028A (identity theft), 1832 (theft of
17 trade secrets), 1512 (obstruction), 1956 and 1957 (money laundering), 152
18 and 157 (bankruptcy fraud);
- 19 • Internal Revenue Service Criminal Investigation Division - for investigation
20 of tax evasion (26 U.S.C. § 7201), filing false returns (26 U.S.C. § 7206), and
21 identity theft related to tax fraud;
- 22 • United States Department of Justice, Criminal Division - for criminal
23 prosecution under all applicable federal statutes;
- 24 • United States Attorney's Office, Southern District of California - for
25 prosecution of bankruptcy fraud, wire fraud, and other crimes affecting this
26 District, particularly the POST-PETITION bankruptcy fraud scheme;
- 27 • Small Business Administration Office of Inspector General - for investigation
28 of PPP loan fraud (SBA Loan No. 5058697106);
- California Attorney General's Office, Bureau of Investigation - for
investigation of violations of California Penal Code including §§ 118a

1 (perjury), 127 (subornation of perjury), 182 (criminal conspiracy), 470
2 (forgery), and 530.5 (identity theft);

- 3 • Ohio Attorney General's Office - for investigation of GBQ Partners LLC's role
4 in receiving stolen property, conducting business operations using stolen trade
5 secrets in violation of Ohio law, and committing POST-PETITION violations;
- 6 • Canada Revenue Agency and Royal Canadian Mounted Police - for
7 investigation of crimes affecting Canadian entities (Mobile Monster, Inc.) and
8 residents.

8 **J. General Relief**

9 17. Such other and further relief as this Court deems just, proper, and equitable
10 under the circumstances, including:

- 11 • Any additional equitable remedies necessary to fully compensate Plaintiffs for
12 injuries caused by the pattern of racketeering activity spanning both pre-
13 petition and post-petition periods;
- 14 • Any relief necessary to prevent unjust enrichment of Defendants from
15 proceeds of racketeering;
- 16 • Any relief necessary to deter future racketeering activity by these or other
17 Defendants;
- 18 • Any relief authorized under 18 U.S.C. § 1964 or other applicable federal or
19 state law;
- 20 • But specifically NOT seeking this Court to void, reverse, or review any state
21 court judgments (those issues are being addressed through Plaintiffs' pending
22 appeals in California Court of Appeal).

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1 **X. DEMAND FOR JURY TRIAL**

2 Plaintiffs hereby demand a trial by jury on all claims and issues so triable pursuant
3 to Federal Rule of Civil Procedure 38 and 18 U.S.C. § 1964(c).

4
5 Dated: January 6, 2026

Respectfully submitted,

6 IVIE McNEILL WYATT PURCELL & DIGGS

7
8 By: /s/ Marie B. Maurice

9 Marie B. Maurice, Esq.

10 Attorneys for Plaintiffs

11 ASHKAN RAJAEI and MOBILE MONSTER,
12 INC.

JS 44 (Rev. 03/24)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
 ASHKAN RAJAEI, individually, and MOBILE MONSTER, INC., a Canadian corporation,
(b) County of Residence of First Listed Plaintiff _____
 (EXCEPT IN U.S. PLAINTIFF CASES)
(c) Attorneys (Firm Name, Address, and Telephone Number)
 Marie B. Maurice, Esq. #258069, Ivie McNeill Wyatt Purcell & Diggs, APLC, 444 S. Flower St., #3200, L.A., CA 90071 (213) 489-0028; mmaurice@imwlaw.com

DEFENDANTS
 TYLER BRANDON DAVIS, an individual; SCOTT R. CARPENTER, an individual; et al
 County of Residence of First Listed Defendant _____
 (IN U.S. PLAINTIFF CASES ONLY)
 NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
 Attorneys (If Known)
'26CV0080 GPC BJW

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff
 2 U.S. Government Defendant
 3 Federal Question (U.S. Government Not a Party)
 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) [Click here for: Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District (specify) _____
 6 Multidistrict Litigation - Transfer
 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 18 U.S.C. Section 1962(a), (b), (c) and (d)
 Brief description of cause: _____

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** _____ **CHECK YES only if demanded in complaint: JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: January 6, 2026 SIGNATURE OF ATTORNEY OF RECORD: /s/ Marie B. Maurice

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____