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Case Number 222,2026

**IN THE SUPREME COURT OF THE STATE OF DELAWARE**

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|---|---|---|
| ALEXANDER J. SULLA, | ) | |
| | ) | |
| Plaintiff/Counterclaim Defendant/Third-Party Defendant Below, | ) | No. 222, 2026 |
| | ) | |
| Appellant, | ) | APPEAL FROM THE COURT OF CHANCERY OF THE STATE OF DELAWARE, C.A. 2025-1211-JTL |
| | ) | |
| v. | ) | |
| | ) | |
| JOZEF ESSAVI, | ) | |
| | ) | |
| Defendant/Counterclaim Plaintiff Below, | ) | |
| | ) | |
| and | ) | |
| | ) | |
| ALI REZAZADE, | ) | |
| | ) | |
| Third-Party Plaintiff Below, | ) | |
| | ) | |
| Appellees. | ) | |

# APPELLEES' AMENDED ANSWERING BRIEF

Dated: October 2, 2026

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## NATURE OF PROCEEDINGS

This appeal arises from the granting of Summary Judgment in favor of Appellees, Messrs. Rezazade and Essavi, in a Section 225 statutory proceeding concerning the Delaware Corporation, Daniell Investments, Inc. ("Company").

Essavi is a resident of California, who is the Company Secretary and facilitates communications with Rezazade, when possible. Rezazade is the Sole Director, President and Owner of the Company. Rezazade is also a resident of Ukraine, who is legally prohibited from leaving, to allow for potential military conscription due to the war with Russia, and possesses limited English ability. Notwithstanding, he has made use of a bi-lingual Apostille and international protected mail delivery services to notarize and provide an Affidavit in this matter.

Appellant is also a California resident, who, despite having a history with Rezazade spanning many years, did not name Rezazade in the underlying Complaint, yet, sought expedited relief. Appellant has not provided an Affidavit in this matter; however, while this appeal has been pending, has attempted to engage in witness intimidation.

As the Court is aware, Section 225 authorizes, "any stockholder or director, or any officer whose title to office is contested," to apply to our Court of Chancery for a, "determin[ation of] the validity of any election, appointment, removal or resignation of any director or officer [ ], and the right of any person to hold or

continue to hold such office," including a determination as to whom, among the claimants, is entitled to the office. 8 DEL. C. § 225(a). It is an *in rem* statutory proceeding; and, not a plenary personal action.

In support of their application for Summary Judgment, Rezazade and Essavi put forth: (a) an international Affidavit (with Apostille) from Rezazade; (b) written statements against interest, made under oath, by Appellant - - that he does not own stock in the Company - - within his Court filings in seeking bankruptcy protection; (c) documents evidencing Appellant's status as a consultant to Newsmax, including bank records of Appellant's consulting business, ASI Consulting, Inc., which reflect financial difficulty and minimal activity, except for the investment funds that Rezazade's European contacts transferred into and Appellant immediately transferred out to the Company; as well as (d) two written consents, where Rezazade, as the Company's sole Director acted to appoint, but later remove Appellant from his officer positions.

In addition to opposing Rezazade and Essavi's application for Summary Judgment, Appellant cross-moved to compel additional, burdensome ESI discovery, as well as adjourn Trial. Within that application, it became clear Appellant's Attorneys were withholding certain of Appellant's documents, as likely fraudulent: "Plaintiff is working to finalize its quality control review of the remaining

documents and plans to provide both a supplemental production and log." A241.[1] This is, however, an "eleventh hour" manufactured attempt to avoid Summary Judgment on an undisputed record.

In opposition to Appellant's application to compel and adjourn, Rezazade and Essavi supported their position, that the record is undisputed and summary judgment appropriate, with additional Affidavits, from Essavi and three (3) Non-Parties. That opposition filing, despite not being included in Appellant's Appendix, also contains a crucial admission by Appellant of Rezazade's Director authority, as well as Appellant's misrepresentation of corporate authority, to deceive Newsmax into granting him access to the Company's sole asset.[2]

Of note, Appellant did not submit any reply papers in further support of his application to compel and adjourn; nor, any Affidavit to the Court of Chancery in opposition the Summary Judgment application.

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[1] The team of Attorneys comprising Appellant's Counsel includes a dedicated ESI Specialist, who has worked hands-on with Appellant's production. Yet, somehow, a doctored electronic document slipped through the, "quality control review." *See infra* fn. 52 (comparing illegible ASI bank record with clear version obtained after Rezazade and Essavi were forced to move to compel the bank and seek contempt). Nobody is perfect, but, "[a] lawyer shall not unlawfully obstruct another party's access to evidence or unlawfully alter [ ] or conceal a document [ ] having evidentiary value [or] counsel or assist another person to do any such act." Del. Lawyers' Rules of Prof'l Conduct, Rule 3.4.

[2] *See* Trans. ID 80079629 ("Appendix to Appellant's Opening Brief (table of contents omitting Rezazade and Essavi's opposition filing)"). *But see* Trans. ID 78697643 ("Response in Opposition to Sulla's Motion to Compel and Adjourn Trial Date (Confidential)" with Exhibits A-E).

During the Hearing on the Motion and cross-motion, Appellant made an unavoidable admission in response to direct inquiry from the Vice Chancellor: it was conceded that Rezazade is the sole Director. Exh. C to Op. Br. (p. 3, ln. 21-24 - p. 5, ln. 22). Accordingly, Appellant triggered the operation of other, fundamental DGCL provisions, which, as a matter of Delaware Law, foreclose his claims of ownership and office.

On March 16, 2026, His Honor resolved the applications and issued an Order granting Summary Judgment in favor of Rezazade and Essavi, finding that, "there are no disputes of material fact as to the directors, officers and stockholders of Daniell Investments, Inc." Exh. A. to Op. Br. The Vice Chancellor also found that: Rezazade is the sole Director (since December 6, 2019) and President (since March 30, 2020); Essavi is Secretary of the Company (since March 30, 2020); "Rezazade beneficially owns 100% of the Company's outstanding stock[,]"; and Appellant has neither position nor corporate authority (since March 2020); and, "[Appellant] does not have any claim to own any equity of the Company, whether beneficially or of record." Exh. A to Op. Br.

Pursuant to the Vice Chancellor's direction, on April 15, 2026, Rezazade and Essavi filed a Bill of Costs, which was uncontested. Trans. ID 79057834. The Vice Chancellor's directions (March 24, 2026) further included that, "Mr. Ladig must

submit an Order on notice."[3] The basic, uncontroversial, less-than-two-page Partial Final Judgment took an entire month to be submitted.[4] It then took His Honor another month, in this expedited proceeding, to review and approve this simple document on June 2, 2026. Trans. ID 79617572.[5]

On that same date, in a well-coordinated effort at the Trial Court level, Appellant filed his Notice of Appeal; followed the next day by a Motion to Stay Judgment pending Appeal.[6] Rezazade and Essavi did not oppose the Stay application, and an Order granting the Stay was entered just two weeks later.[7]

After the filing of Appellant's Opening Brief, an informal request for additional time was made of Appellant, but ignored. This forced the filing of a Motion for Extension to Briefing Schedule, which included how Appellant has attempted to engage in witness tampering. Trans. ID 80261172, p. 3. That application was granted, without opposition, by this Honorable Court.

Appellees filed their Answering Brief a day in advance of the extended filing deadline.[8] Endeavoring to cure the deficiencies found by the Senior Court Clerk,

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[3] Trans. ID 78841875 (referring to a proposed Partial Final Judgment).
[4] Trans. ID 79427710 (May 8, 2026).
[5] Coincidentally, the new Rule 56 has an effective date of June 1, 2026, which is the very day before His Honor undertook to enter the Partial Final Judgment.
[6] Trans. ID 79620318 ("Notice of Appeal"); Trans. ID 79640414 ("Motion to Stay Judgment Pending Appeal").
[7] Trans. ID 79798825 ("Order Granting Motion to Stay….").
[8] Trans. ID 80772170.

this is Appellees' Amended Answering Brief, which seeks an Affirmance of the Decision below granting Summary Judgment in favor of Rezazade and Essavi.

## SUMMARY OF ARGUMENT

1. Appellant cites no legal authority in his Summary of Argument. Op. Br., p. 6. Notwithstanding, Appellant seems, by way of omitting this part of the record, to argue that representing to one Court he does not own stock in Daniell or Newsmax, is not binding on this Court. Of course, Appellant cites no authority.

This argument is denied, because Appellant is Judicially Estopped from claiming record or beneficial ownership of Daniell Investments and Newsmax, as a result of his written admissions, made under oath, which he signed, including a representation within a Bankruptcy Court filing that he does not own any corporate stock: that is, neither in Daniell Investments nor Newsmax.[9] Accordingly, the Decision below should be Affirmed.

2. It also appears Appellant may be arguing the Court of Chancery erred by not drawing an inference that the financially distraught Appellant is the source of the $2M investment he instructed Rezazade to have wired into ASI's account, before Appellant transferred it within 24-hours of receipt into Rezazade's Company (Daniell Investments), which purchased the Newsmax stock. This argument is denied as violating Court of Chancery Rules, misapprehending the response burden

[9] *Steinman v. Levine*, 2002 WL 31761252, at *11 (Del. Ch. Nov. 27, 2002), *affirmed*, 822 A.2d 397 (Del. 2003).

of a non-movant in the Summary Judgment context, and being both unsupported by the undisputed record, as well as unreasonable.

To be more specific, Chancery Rule 56(e) provides when a motion for summary judgment is supported by an Affidavit, as is the instant motion, "an adverse party may not rest upon the mere allegations or denials of the adverse party's pleading, but the adverse party's response, by affidavits or otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue of fact for trial."[10] And, fatal to Appellant's position: "[i]f the adverse party does not so respond, summary judgment, if appropriate, ***shall*** be entered against the adverse party."[11] Accordingly, as Appellant may not rely on his pleadings, and, is without an Affidavit, the Decision below should be affirmed.

3. Appellant further argues, it seems, that the Court of Chancery was unreasonable when it suggested, in *dicta*, the Consulting Agreement and Agreement to Provide Additional Capital may reflect that Appellant loaned or advanced the $2M investment to Rezazade.[12] Again, Appellant cites no legal authority.

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[10] Ct. Ch. R. 56(e).
[11] *Id.* (emphasis added).
[12] The Vice Chancellor was speculating here, which is why it is *dicta*. The advancement or loan hypothetical is not a ruling, factual finding or even part of His Honor's rationale. Further discussion of why His Honor may have engaged in this Appellant-favorable hypothesizing is discussed *infra*.

This argument is also denied, on the same bases as above. This argument is denied for additional, specific reasons: (1) a reviewing Court may not consider Attorney Advocacy as part of the factual record, because it is inadmissible;[13] and (2) a Court need not draw any inferences as to the meaning of an agreement, but rely upon the plain-meaning of terms existing within the four corners of the contract.[14]

Accordingly, as Appellant may neither rely on his Attorneys to state facts, nor rely upon imperfect, yet clear contract language to somehow discern the subjective intentions of only one contracting party, the Decision below should be affirmed.

4. Appellant further argues, apparently, that it was Rezazade and Essavi's burden to disprove Appellant's unsupported contention that Appellant is the source of the investment funds, ultimately, as a result of ASI's February 2019 bank records. In an act of consistency, Appellant cites no legal authority.

This argument is also denied, because it misapprehends the allocations of burdens on a motion for summary judgment. Once a party shows that the record is undisputed in favor of the movants, is the opposing party's burden to cite specific

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[13] *E.g.*, *Kennedy v. Giannone*, 527 A.2d 732 (Del. 1987)(requiring party opposing Summary Judgment to come forward with *admissible* evidence showing the existence of a genuine issue of fact)(citations omitted)).

[14] *E.g.*, *Osborn ex rel. Osborn v. Kemp*, 991 A.2d 1153, 1159 (Del. 2010). A discussion of analogous provisions of New York Law is *infra*.

evidence to the contrary to justify expending the resources for Trial.[15,16] Here, Rezazade and Essavi have satisfied that burden, and, Appellant cannot.

To be more specific, despite their alluding to the two agreements referenced above, ultimately, Appellant has no choice but to rely upon the singular, ASI February 2019 bank statement in an effort to satisfy his counter-burden. This he cannot do, because that document: (i) is in isolation, whereas the twelve-month historical records show ASI (and Appellant) are financially desperate; (ii) shows Appellant did not allow the investment funds sent in from Rezazade's European contacts to last even 24-hours before Appellant immediately transferred them to Daniell; (iii) does not contain any specificity - - one way or the other - - as to the source of the investment funds; and (iv) that document has been doctored by Appellant (and/or his Attorneys), rendered illegible in the one area showing the financially desperate Appellant providing a $20k "commission split" to Rezazade's Company, as a "thank you" for allowing Appellant to earn a commission that was three-times greater than the amount of his annual unemployment insurance benefits.

Accordingly, as Appellant misunderstands that he must carry the counter-burden, and, cannot do so with an isolated and doctored document, reflecting ASI

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[15] Ct. Ch. R. 56(e)(requiring party opposing summary judgment to, "set forth ***specific*** facts showing that there is a genuine issue of for trial.")(emphasis added)).
[16] *Grunstein v. Silva*, 2011 WL 378782, at *7 (Del. Ch. Jan. 31, 2011)(explaining burden of non-moving party in Summary Judgment context).

was a mere conduit - - as explained in specific detail in Rezazade's Affidavit - - the Decision below should be affirmed.

## STATEMENT OF FACTS [17]

### I. Amid Financial Difficulties, Appellant Seeks Commission on Rezazade Investment in Newsmax

Appellant's company, ASI Consulting, Inc., was struggling: its account balance fluctuated between $20.82 (low) and $1,121.82 (high) in the twelve-month period ending February 2019, when Rezazade followed instructions and had investment funds wired in and through it, as a conduit. Trans. ID 78682185 (ASI Bank Statements). In February 2019, before the investment funds passed through it to Daniell Investments, ASI Consulting had a near-destitute, opening balance of only $19.49. A414.

#### A. Appellant Facilitates Rezazade Investment

Rezazade knew Appellant was somehow affiliated with Newsmax, but did not know the extent of that relationship. A136. When Rezazade expressed interest in investing in Newsmax, Appellant became excited, and, went so far as to arrange for Newsmax CEO, Mr. Christopher Ruddy, to travel halfway around the globe to Kyiv, Ukraine for the purpose of meeting Rezazade and discussing the opportunity. A136.

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[17] This is neither a counter-statement nor a statement adding anything beyond what has been submitted by Appellant with his Opening Brief, and, the Trial Court's Docket. Indeed, the single document preventing Appellant from advancing any further is a public record of Appellant's own making, which he signed under oath: his Bankruptcy filings, where he admitted to *not* owning any interest in Daniell Investments or Newsmax. A189. *See also* A192-94 (Appellant admitting, several times over, he owns no interest in any other property than that in his filings).

Appellant was Rezazade's acquaintance, who spoke better English than he did,[18] and owed Rezazade more than one favor. A136. Based on his personal acquaintance with Appellant, and, Rezazade's perception of Appellant's affiliation with Newsmax, Rezazade accepted Appellant's instructions to form a company in the United States, and make the investment in Newsmax through that company. A136. As for the pathway of investment funds, Appellant also instructed Rezazade to have the money first sent to Appellant's already existing, American Company (ASI Consulting), because it would be easier to move the money into Rezazade's Company and then pay Newsmax. A136-37.

Appellant arranged for his Attorney, Dennis Hawk, to assist Rezazade with entity formation, including preparation of the Certificate of Incorporation and the Bylaws. A136-37. Rezazade decided the name of his Company would be Daniell Investments, Inc., after one of his seven children: his Son, Daniell. A136.

### B. Anticipating Rezazade Investment, per Subscription Agreement, ASI Secures Newsmax Consultancy

Newsmax Media, Inc. and Daniell Investment entered into a subscription agreement, dated February 6, 2019. A455-68. The "Subscription Agreement" provides the terms by which Newsmax would sell and Rezazade's Company would

[18] *See also* Trans. ID 78697643 (Sokolov Aff., para. 8 ("Alex Sulla only helped Ali Rezazade with translation and organizational issues in creating the company, Daniell Investments, Inc., due to Ali Rezazade's English language barrier.")).

buy, "69.67 shares of preferred stock at the purchase price per share of $28,706.93, and an aggregate purchase price of $2,000,000.00 [ ] payable by wire transfer[.]" A455. The Subscription Agreement, is signed on behalf of the Investor, Daniell Investments, Inc., by Ali Rezazade as President. A462.[19]

Although Rezazade did not know it at the time, in or around February 2019, Appellant wanted to become a paid Consultant of Newsmax. A137. On February 8, 2019, two days after Newsmax secured the Subscription Agreement, ASI Consulting and Newsmax entered into a Consulting Agreement. A137-38, A159-66. This agreement is fully-signed by Appellant, on behalf of ASI Consulting, and Ruddy, on behalf of Newsmax, effective as of February 8, 2019. A159, A164.

The compensation to ASI Consulting would be paid within five business days of Newsmax entering into an agreement with an investor introduced by ASI, and, receipt by Newsmax of that investor's funds. A159-60. The compensation would be in, "an amount of cash in US Dollars equal to 5% [of] the investment…." A160. Additionally, the Agreement provides that ASI is not a party to any other agreement involving Newsmax A160, and, "there is no conflict of interest in connection with the retention by [Newsmax] of the Consultant pursuant to this Agreement" (A161),

[19] There is a, "Joinder To Stockholders Agreement", which is an appendix to the Subscription Agreement. A466-68. This contract, too, is between Newsmax and Daniell Investments, and is also signed by Ali Rezazade, as President. A467.

and, "Consultant [referring to ASI] is not a party to any other agreement involving the Company." A160.

The Agreement also requires any investor the Consultant intends to bring to Newsmax be specifically identified beforehand, and agreed to in advance by way of the Agreement's Exhibit B. A160. Exhibit B to the Consulting Agreement identifies the initial target investors as: "Daniell Investments Inc. and Ali Rezazade." A165.

### C. ASI Memorializes $2M Investment by Rezazade

On the same date it inked the Consulting Agreement with Newsmax, ASI Consulting also entered into an "Agreement to Provide Additional Capital" with Daniell Investments, Inc. A138-39, A174-78. That contract provides that Daniell Investments is the "Company," ASI Consulting is the "Investor's Agent," and Rezazade is the "Investor." A174.

The plain language of this contract, which is signed by Appellant, states: "Ali Rezazade is the owner of one hundred percent (100%) of [Daniell Investments, Inc.]." A174.[20] The agreement provides, "[i]n addition to the initial capitalization of the Company, [Rezazade] agrees to provide Two Million Fifty Thousand Dollars," and, thereafter, an additional thirteen million. A174, para. 1. "Of course,

[20] *See also* Trans. ID 78697643 (Sokolov Aff.) at paras. 13 ("[Appellant] told me repeatedly that Ali Rezazade bought shares in Newsmax."), 16 ("I am very upset that [Appellant] has attempted to steal shares from Ali Rezazade. The shares do not belong to [Appellant].") *and id.* (Fakhravar Aff.) at para. 4 ("It appears to me that [Appellant] is attempting to steal the Newsmax stock, over which he has no rights.").

[Appellant] wanted [Rezazade] to further invest, so [Appellant] could earn more commissions on purchases of Newsmax shares." A139.

Rezazade's capital contributions are to be made pursuant to "Appendix I" as attached to the agreement. *Id.*, para. 1(a). The first Capital Contribution is in the amount of "$2,050,000," [21] and to be made on or around February 18th. *Id.* at Sulla_349 (Appendix I). ASI and Daniell also agreed that, "[a]ny and all Capital Contributions provided by Investor to the Company pursuant to this Agreement shall be deemed contributions to the capital of the Company by Investor, as an existing holder of capital stock of the Company." *Id.*, para. 1(c)(referring to Rezazade as "Investor").

It was further agreed that if Rezazade was unable to provide further capital contributions, beyond the $2M, then Appendix I shall be modified accordingly, "to accurately reflect the contributions," Rezazade was able to make. A175 (para. 2). To effectuate their agreement, Appellant signed as President of ASI Consulting, Inc., while Rezazade signed as President of Daniell Investments, Inc. A177.

### D. Rezazade's Contacts Provide Investment Capital

Rezazade's plan was to pool funds and, through Daniell, invest in Newsmax

[21] The numerical expression of this figure, at least in paragraph 1, is in error ("$2,000,050"). However, in Appendix I it is correct.

stock before its initial public offering. A136. Rezazade arranged for several of his contacts to wire the investment capital in accordance with the instructions he was provided. A136-37. In February 2019, Rezazade's European contacts wired into ASI Consulting the investment funds. A136-37; Trans. ID 78682185.

On February 14th, $248,620,00 was transferred from Bank Millenium Sa Warszawa Poland to ASI Consulting's bank account. Trans. ID 78682185 (JPMC_00000028). The very next day, February 15th, three additional transfers were made: (i) $260,730.00, again, from the same bank ("Bank Millenium Sa Warszawa Poland"); (ii) $251,380.00 from "Bank Polska Kasa Opi Eki, Warsaw, Poland"; and (iii) another $239,270.00 from Bank Millenium Sa. *Id.* The combined amount of these three transfers is exactly $1,000,000.00.

On February 20, 2019, the remaining portion of the investment funds were transferred by Rezazade's European contacts, this time out of Budapest, Hungary, into ASI Consulting's account via three transactions originating from MKB Bank ZRT: (iv) $495,176.50; (v) $318,496.50; and (vi) $226,756.50. *Id.* (JPMC_00000028-29). Combined with the transfers a few days earlier, the total of investment funds sent by Rezazade's European contacts into ASI was $2,040,429.50.

Appellant did not contribute any funds into Rezazade's Company. A138. Appellant, "is not an investor, he is a Newsmax Consultant that finds investors, such

as [Rezazade] and [Rezazade's] Company." A138. "To be clear, every Newsmax document that required a signature on behalf of the investor, was signed by [Rezazade] on behalf of [his] Company." A138.

### E. Appellant Moves Investment Funds into Daniell with Immediacy

As soon as the investment funds were received in the ASI Consulting account, Appellant moved them to Daniell. On February 15, 2019, Appellant issued check number 528 out of the ASI Consulting, Inc. account in the amount of $988,000.00. Trans. ID 78682185 (JPMC_00000031). That check was made payable to, "Daniell Investments Inc.", and was deposited that same day. *Id.* (JPMC_00000028 ("Checks Paid"), 31("Images")); *see also* A423.

On February 20th, ASI Consulting initiated an "Electronic Withdrawal" in the amount of $1,032,000.00 which was moved into Daniell's account. Trans. ID 78682185 (JPMC_00000029)("Transfer to Chk Xxxxx 1602"); *see also* A423 ("Deposits and Additions"). The investment funds sourced by Rezazade did not last 24-hours in the ASI Consulting account.

### F. Daniell Pays Newsmax for Shares and ASI Receives Commission

The total amount of investment funds that passed through ASI Consulting and into Daniell Investments was $2,020,000.00. On the very next day, February 21, 2019, Daniell Investments issued a bank wire for $2,000,000.00 as purchase

consideration for the Newsmax shares. A424 ("Electronic Withdrawals") ("Domestic Wire Transfer … F/B/O Newsmax Media Inc.").

The following day, February 22nd, Newsmax issued a $100,000.00 commission payment to ASI Consulting; this is 5% of the $2,000,000.00 investment by Daniell as funded by Mr. Rezazade's contacts. *See* A170 (Newsmax wire). On the same day, ASI Consulting received the $100,000.00 commission payment from Newsmax. Trans. ID 78682185 (JPMC_000000029) ("Deposits and Additions").[22] "This was a lot of money for [Appellant], because he was destitute; [Rezazade] was paying for his meals." A138 (Rezazade Aff. para. 11).[23]

## II. Rezazade Acts via Written Consent as Company's Sole Director

On December 6, 2019, Rezazade signed an, "Action by Unanimous Written Consent of the Board of Directors of Daniell Investments, Inc." A86-89. This Written Consent, which is the first of two in the record, provides that Appellant was

[22] On that same date, February 22nd, ASI Consulting issued check number 532 to "Daniell Investment Inc." [sic] for $20,000.00 as a "Commission Split". Trans. ID 78682185 (JPMC_000000033). That amount was recorded as having cleared ASI's account (*id.* (JPMC_000000029)), and, having been deposited into the Company's bank account on February 25th. A423 ("Deposits and Additions").

[23] Sometime in 2019, Rezazade asked long-time friend, Michael Larkin, and *not* Appellant, to, "stop by the Law Office of Dennis Hawk and pick-up some paperwork for him." Trans. ID 78697643(Larkin Aff.), para. 3. On July 11, 2019, Larkin picked up the paperwork, which was, "from Newsmax and included a letter and some stock." *Id.*, para. 4. The certificate stock Larkin retrieved for Rezazade is the 69.67 shares of Series A Convertible stock in Newsmax Media, Inc. (pre-merger and -IPO), which was issued to Rezazade's Company. *Id.*, internal exh. B.

elected to the offices of President and Secretary, with Rezazade as the Chief Financial Officer. *Id.*

The officer responsibilities are enumerated and focus on foundational activities, such as establishing bank accounts and making regular payments to maintain, "licenses, authorizations and permits," as necessary for the Company. *Id.* This would include making payments to the State of Delaware, to prevent the Company's Charter from falling into forfeiture. *See id.*

In plain language on the face of the signature page, it states that Rezazade, as "[t]he undersigned, constitute[es] all of the members of the Board of Directors of Daniell Investments, Inc." A89. In other words, Rezazade is the sole Director. *Id.*

## III. Rezazade Removes Appellant by Second Written Consent

On or before January 28, 2020, Rezazade called Essavi and informed him that he no longer trusted Appellant, and, had removed Appellant from all positions with the Company. Trans. Id 78697643 (Essavi Aff., para. 4). Rezazade communicated to Appellant he was being removed, and Appellant agreed to relinquish all bank documents regarding the Company to Essavi, as Essavi agreed to take over those Company responsibilities from Appellant. *Id.*, paras. 5, 8.

On January 28, 2020, Essavi called Appellant, who gave Essavi his home address and agreed that Essavi would drive to Appellant's home, "to pick up all Company documents in his possession." *Id.*, para. 6. Upon Essavi's arrival,

Appellant provided Essavi with, "a single folder, and he said something to the effect of: 'This folder is everything I have for Ali's Daniell Investments, Inc. He wants you to be in charge. This is all I have.'" *Id.*, para. 7.

Appellant told Essavi that Rezazade had called him, and informed him that, "[Appellant] was being removed, and that [Essavi] would be in charge as a new Company Officer." *Id.*, para. 8. Essavi understood that Rezazade continues to be the Owner and Director of Daniell Investments, Inc., and, with Essavi, they are the corporate officers. *Id.*, para. 3.

On March 1, 2020, Rezazade caused his Company to act, again, by way of written consent. A93-95. Pursuant to the Unanimous Written Consent of the Board of Directors of Daniell Investments, Inc., of that same date, "the Board has determined it is in the best interest of the Company to remove [Appellant] from his or her position as PRESIDENT AND SECRETARY." A93.

Further, Rezazade replaced Appellant as President, and, Essavi replaced Appellant as Secretary. A93-95. Moreover, this Written Consent states, "Ali Rezazade continues to serve as the only Director." A93. As with the earlier Written Consent, Rezazade signed, again, in his capacity as sole Director. A89, 95. "Based on everything [Essavi] has seen and heard, [Appellant] has no rights in ownership or management of the Company. And, the Written Consent signed by Rezazade as Director, which is dated March 1, 2020, documents both the existence of [Essavi's]

corporate authority, and, the termination of [Appellant]'s." Trans. Id 78697643 (Essavi Aff., para. 10.).

Essavi then began to act in service to the Company, as its Secretary. Essavi would, among other things, on March 14, 2022, revive the Company's Charter with the Delaware Secretary of State, as Appellant had ignored making the Company's necessary maintenance payments. A097. Of note, the Company's Registered Agent selected by Secretary Essavi was "A Registered Agent, Inc." *Id.*[24]

## IV. Overcome with Financial Desperation, Appellant Applies for Bankruptcy

Following his involvement in two (2) civil lawsuits alleging fraud (2020 and 2022),[25] on December 13, 2023, Appellant applied for Chapter 13 personal bankruptcy protection from the U.S. Bankruptcy Court of the Central District of California (Los Angeles). A139 (Rezazade Aff.), A180-232 (Bankruptcy Filings).

Within his application, Appellant summarized the value of his assets at "$168,116.00," while his liabilities were "$1,410,076.00". A183. Moreover, his monthly income was "$2,100.00" and his monthly expenses were "$8,358.00". *Id.* Appellant was "[n]ot employed" and his source of income was "[u]nemployment compensation." A210-11. Nowhere in his Bankruptcy filings does Appellant

[24] In an effort to create the false appearance of control, Appellant would later make an unauthorized filing with our Secretary of State that changed the Company's Registered Agent. A471. Essavi, with corporate authority, would change it back.
[25] A110 (Sulla Ans., para. 35).

indicate that he owned any interest in Rezazade's Company or the Newsmax stock it held. *See generally* A180-232; *see also* A139 (Rezazade Aff., para. 13).

Specifically, Appellant made affirmative representations to that Court, under oath, that he did not own any of the following:

- "Non-publicly traded stock and interests in incorporated and unincorporated businesses," (A189);
- "[A]ny legal or equitable interest in any business-related property," (A192);
- "Any business-related property you did not already list," (A193); and
- "[O]ther property of any kind you did not already list." A194.

Appellant represented to the U.S. Bankruptcy Court of the Central District of California (Los Angeles) within his Court filings that, "[u]nder penalty of perjury, I declare that I have read the summary and schedules filed with this declaration and they are true and correct." A215 (Appellant's signature).

## V. Following IPO Stock Appreciation, Appellant Misuses Rezazade's First Written Consent to Create False Appearance of Authority

On March 31, 2025 Newsmax went public, and the pre-IPO stock purchased by Rezazade's Company experienced a significant increase in value. Three months later, on June 23, 2025, Appellant, who was both aware of the multi-million-dollar increase, and, was in desperate need for money, reached out to Newsmax CEO, Ruddy, expressing congratulations for the recent IPO. Trans. ID 78697643, internal exh. A (NMX 000098-108). In that email, among other things, Appellant

misrepresents that he is the current, "President," of Daniell Investments, and makes an unauthorized request for access to the Company's shares. *Id.*

In support of his illegitimate request, Appellant passes off Rezazade's first Written Consent of December 6, 2019, which had appointed Appellant to that position. *Id.* (NMX 000100-103). Appellant misused the first Written Consent as false evidence of corporate authority to induce Newsmax's reliance and grant access to the Company's shares. *Id.*

Within his email, Appellant did not mention: (i) his corporate authority was terminated by Rezazade five years earlier; (ii) he was not an Officer of the Company; or (iii) how Rezazade directed him to provide all Company materials to his replacement as Secretary, Essavi. *Id.* (NMX 000098-99). "It was only in calendar year 2025 that Mr. Sulla acted upon his dishonorable idea, with assistance from a not-fully-informed financial advisor, that he could attempt to take control of [Rezazade's] Company, and, thereby, the post-IPO Newsmax shares, which, after going public, were worth over $7,000,000.00." A139 (Rezazade Aff., para. 14).

## VI. Appellant Misappropriates and Begins Selling Newsmax Stock, Essavi Protects Company and Obtains Account Freeze

On August 7, 2025, Appellant transferred all the Company's Newsmax stock, valued at $6,388,009.51, into an unauthorized brokerage account. A111, paras. 37 and 38. On August 12, 2025, Appellant sold 4,336 shares of Rezazade's Company's stock for $50,080.80. A112, para. 42.

After learning of Appellant's unauthorized movement of the Company's stock, Essavi took immediate steps to protect the Company. These steps included, writing letters and filing complaints of Appellant's inequitable and illegal conduct to the following Government Agencies: Internal Revenue Service; U.S. Attorney General's Office; Federal Bureau of Investigation; U.S. Attorney's Office, Central District of California; FINRA; SEC; and the FTC. A080 (para. 43).

Specifically, on August 9, 2025, Essavi submitted a Business Identity Theft Affidavit to the Department of the Treasury of the Internal Revenue Service. A099-100 ("Business Identity Theft Affidavit"). Essavi states, among other things: (a) Ali Rezazade owns 100% of the shares of Daniell Investments and is the President; (b) Essavi is the Company's Secretary; and (c) Appellant, as an "imposter" and "former President and Secretary," changed the Company's registered agent without authority,[26] and, transferred the Company's stock into a fraudulent account. A099 ("Section D"). Essavi signed the Affidavit, "[u]nder penalties of perjury, [declaring] that, to the best of [his] knowledge and belief, the information entered on [that] form is, true, correct, complete, and made in good faith." A100, "Section F".

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[26] On August 8, 2025, Essavi returned the Company's Registered Agent *back* to A Registered Agent, Inc. *See* A097 *and* Delaware Secretary of State website, *https://icis.corp.delaware.gov/Ecorp/EntitySearch/NameSearch.aspx*, last visited, Sept. 18, 2026 (enter "Daniell Investments, Inc." into Entity Name field, click "Search", then click the Company's name (File Number 7242263), to obtain current Registered Agent information).

As a result of Essavi's efforts, on September 24, 2025, correspondence was issued to Appellant and Essavi that indicated, "a legal restriction," was placed on the brokerage account Appellant opened, without authority, in the Company's name. A059. "No transactions, including trades, are allowed in the account," until an originally certified Court Order is provided to the brokerage. A059.

## VII. Appellant Commences Litigation without Rezazade and Refuses to Provide Testimony

Within a month of the account freeze, Appellant commenced the underlying Chancery litigation against Essavi, without including a single allegation concerning Rezazade, let alone naming him as a Party. A035-59.

During the litigation, Appellant engaged in bad faith conduct, which includes but it not limited to: (a) misrepresenting that Appellant, despite being a California resident, was somehow in Ukraine; (b) refusing to confirm a noticed deposition; (c) avoiding admission of the irrefutable fact that Rezazade is the sole Director of the Company, until oral argument on the Motion for Summary Judgment Hearing, when that admission was made on the record; and (d) attempting to mislead the Vice Chancellor as to the path the investment funds travelled to manufacture a triable issue of fact.

All of this was done in an ill-conceived attempt to weaponize our Court of Equity, while circumventing Appellant's submission of an Affidavit, because that would trigger Rule 56(g)("Affidavit Made in Bad Faith"). The record contains no

testimony from Appellant, other than his statements under oath made to the Bankruptcy Court, evidencing he does *not* own any stock in Daniell Investments, Inc. or Newsmax, Inc. A180-94, A215. Nor does Appellant even attempt, through record evidence, to contest the validity of Rezazade's Written Consents, the second removing him from Officer positions.

What is left is a record that contains Appellant's: (a) admission that he is not, and Rezazade is the sole Director; (b) testimony he is not the owner of stock in Daniell Investments, Inc. or Newsmax, Inc.; and (c) validation of Rezazade's authority to cause the Company to act by Written Consent and remove Appellant from his Officer positions. On such a record, this Appeal should not have been filed, with the appellate fees, costs and expenses to be added into the fee shifting application (trial costs already awarded) the Court below is to hear.

## ARGUMENT

### I. The Court of Chancery Correctly Granted Summary Judgment in Favor of Rezazade and Essavi Based Upon an Undisputed Record

#### A. Question Presented

Was Summary Judgment appropriately granted in favor of Rezazade and Essavi based upon an undisputed factual record, containing Appellant's written admission, under oath, that he does not own stock in the Company or Newsmax, where Appellant attempts to satisfy his counter-burden with inadmissible Attorney Advocacy, in asking this Court to draw unreasonable and ill-specific inferences?

#### B. Scope of Review

This Court, "review[s] the grant of a summary judgment *de novo* both as to the facts and the law in order to determine whether or not the undisputed facts entitled the movant to judgment as a matter of law."[27] In conducting its *de novo* review, this Court, "appl[ies] the same standard as the trial court."[28]

This analysis requires the Justices of our Supreme Court, "to examine the record to determine whether, after viewing the facts in the light most favorable to the nonmoving party, the moving party has demonstrated that no material issues of fact are in dispute and it is entitled to judgment as a matter of law."[29] And, "[w]hen

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[27] *United Vanguard Fund, Inc. v. TakeCare, Inc.*, 693 A.2d 1076, 1079 (Del. 1997).
[28] *Newark v. Donald M. Durkin Contracting, Inc.*, 305 A.3d 674, 679 (Del. 2023).
[29] *United Vanguard Fund*, 693 A.2d at 1079 (Del. 1997).

the evidence shows no genuine issues of material fact in dispute, the nonmoving party has the burden of demonstrating that there are genuine issues of material fact that require resolution at trial."[30]

The Court of Chancery's Rules governing this proceeding require, when a plaintiff is faced with a motion for summary judgment and that motion is supported by Affidavit, the plaintiff's response *must* be made by affidavit or otherwise, where the plaintiff *must* set forth specific facts that there is a genuine issue for trial. Ct. Ch. R. 56(e). When a plaintiff cannot do that, with an Affidavit that sets forth specific facts under oath, summary judgment *shall* be entered against him. *Id.*

**C. Merits of Argument**

The record makes clear that, based upon Appellant's own conduct, including, declaring under oath he does not own any shares in Daniell Investments or Newsmax, that Appellant is Judicially Estopped from reversing course and claiming ownership. Faced with that reality, Appellant cannot carry his burden of explaining why record evidence (and *not* Attorney Advocacy) demonstrates, with specificity, the existence of any genuine issue of material fact to avoid Summary Judgment.[31]

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[30] *Grunstein v. Silva*, 2011 WL 378782, at *7 (Del. Ch. Jan. 31, 2011).
[31] Appellant is not claiming Judicial Error regarding the identities of the Directors and Officers of the Company. *See* Op. Br. p. 21.

Appellant has admitted, in the plain language of a writing he signed: "Ali Rezazade is the owner of one hundred percent (100%) of Daniell Investments, Inc." A138-39, A174-78. There is no record evidence providing Appellant owns any percentage of the Company, at all. Indeed, the record contains further admissions by Appellant that he lacks any ownership interests, record or beneficial.[32]

With Appellees satisfying their initial burden, Appellant is precluded from even attempting to satisfy his counter-burden, by the doctrine of Judicial Estoppel. On December 26, 2023, Sulla represented to the United States Bankruptcy Court of the Central District of California that he does not own, "[n]on-publicly traded stock and interests in incorporated and unincorporated businesses[.]" A189. This written admission is the equivalent of deposition testimony, because it was made, "under penalty of perjury." A215 (containing Appellant's signature).

Appellant's own testimony, that, as of December 26, 2023, he did not own stock in the non-publicly traded company, Daniell Investments or Newsmax,[33] has

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[32] Appellant admits Rezazade is sole Director within his June 23, 2025 email exchange with Newsmax. Trans. ID 78697643, exh. A (NMX 000098-108). Based upon this admission, under Section 152(a), Appellant does not have the legal authority to issue himself corporate stock. This bedrock principle of the DGCL nullifies any Appellant's purported self-issuance, with the record devoid of any evidence or testimony that Daniell stock was issued to him by Rezazade.

[33] Newsmax's IPO was on March 31, 2025, more than a year after this testimony. Therefore, Newsmax is included within Appellant's denial of ownership.

legal significance: he cannot be allowed to now claim he *did* own the stock in Daniell Investments or Newsmax, in order to obtain an unfair advantage and hoodwink the Judiciary of the First State. "[U]nder the doctrine of judicial estoppel, a party may be precluded from asserting in a legal proceeding, a position inconsistent with a position previously taken by him in the same or in an earlier legal proceeding." *Steinman v. Levine*, 2002 WL 31761252, at *11 (Del. Ch. Nov. 27, 2002), *affirmed*, 822 A.2d 397 (Del. 2003).

Therefore, Appellant's admissions and testimony prohibit him from claiming he owns equity in Daniell Investments or Newsmax, and, render Summary Judgment in favor of Rezazade and Essavi unavoidable as a matter of Delaware Law.

The doctrine of Judicial Estoppel should, as a matter of law, bring the issue of who owns Daniell Investments to an end, with finality, without the Court having to address any other contentions made by Appellant and/or his Counsel.

* * *

In the alternative, even if that doctrine is not invoked (it should be), the Court should first consider the unrefuted Affidavit testimony of Rezazade, then decline Appellant's invitation to draw unreasonable, ill-specific inferences.

Indeed, the drawing of any such inferences is unnecessary, because Rezazade states with specificity in his Affidavit that: it was he (Rezazade) who arranged for several of his contacts to wire the investment capital in accordance with the

instructions he was provided by Appellant and his Attorney (A136-37); in February 2019, Rezazade's European contacts wired into ASI Consulting the investment funds (*id.*); Appellant did not contribute any funds into Rezazade's Company (A138); and Appellant, "is not an investor, he is a Newsmax Consultant that finds investors, such as [Rezazade] and [Rezazade's] Company." A138. "To be clear, every Newsmax document that required a signature on behalf of the investor, was signed by [Rezazade] on behalf of [his] Company." *Id*. There is no Affidavit to the contrary from Appellant.

Appellant contends the Court of Chancery erred in granting Summary Judgment in favor of Rezazade and Essavi, because it failed to draw the following inferences in favor of Appellant: (a) "the Consulting Agreement and Newsmax's commission payment reflected a willingness by Newsmax to pay ASI commissions for all money that Daniell invested[,]";[34] and (b) the provision within the Agreement to Provide Additional Capital stating that, "Ali Rezazade is the owner of one hundred percent (100%) of the Company [(defined as Daniell Investments, Inc.)]…," is merely a recital, and, representative of, "the parties treatment of Rezazade as the owner of Daniell because he planned to contribute an additional $15 million."[35] These contentions, however, are unreasonable and misaligned with the rules of law.

[34] Op. Br., p. 22.
[35] Op. Br., pp. 25-26.

Delaware subscribes to the objective theory of contracts. This means a contract's terms, existing within its four corners, are interpreted according to their plain meaning, and, not in accordance with a single party's subjective intent.[36] Appellant ignores these coinciding rules of law, when he tethers his argument to Newsmax's expectations, attempting to somehow show that the intentions of Newsmax (a biased party to the agreement) are circumstantial evidence of the identity of the investment funding source.

The governing law focuses on the plain language of the contract. And, the Consulting Agreement is written such that: Appellant is President of the "Consultant" (A164),[37] and, the "Target Investor" is "Daniel [sic] Investments Inc. and Ali Rezezade [sic]," which is Daniell Investments, Inc. and Ali Rezazade. A165. Staying within the four corners of the Consulting Agreement, the $100k commission paid by Newsmax to the Consultant (ASI) tracks the compensation provision.[38] Further, the Consultation Agreement also provides that, "[t]he Consultant [ASI] covenants to the Company that there is no conflict of interest in connection with the

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[36] Similarly, New York Law provides, "[t]he best evidence of what parties to a written agreement intend is what they say in their writing," and, "[e]vidence outside the four corners of the document as to what was really intended but unstated or misstated is generally inadmissible to add to or vary the writing." *Donohue v. Cuomo*, 184 N.E.3d 860, 866 (N.Y. 2022)(citations omitted).

[37] *See* A159, para. 1 (referring to ASI Consulting, Inc. as "Consultant"))

[38] *Compare* A159-60 (defining compensation as USD 5% of $2M investment) *and* A170 (Newsmax wire for $100,000).

retention by the Company of Consultant pursuant to this agreement." A161, para. 9.

If Appellant, or his Company, ASI (*i.e.*, the "Consultant"), were the target investors, then they would be listed on Exhibit B (A165). They are not, and that should end the Court's inquiry.[39] But, if they were, then, Appellant would be on both sides, with an internal, facial conflict between the natural persons involved: Appellant on behalf of ASI, and, Appellant on behalf of Daniell Investments. Newsmax would not have paid Appellant to introduce them to his money, or, provide money he sourced.[40]

Of greater import, however, that would create a breach of representation or warranty, if ASI or Appellant were the source of investment funds. The Consulting Agreement provides that, "Consultant is not a party to any other agreement involving the company." A161, para. 5(a). Appellant references the Subscription Agreement, which is the assurance to Newsmax that Daniell would make the investment. Op. Br. 22, A165. Indeed, it was *but for* Daniell an Rezazade having entered into the Subscription Agreement with Newsmax (two days earlier), that ASI was enabled to

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[39] Across many legal contexts, an entity cannot exist or operate without a natural person. This is why, for example, a trust, by itself, does not appear on a Deed; the Trustee is the named party. Same goes for other entities, such as corporations.
[40] Additionally, as discussed *infra*, it would make no sense for Appellant's company (ASI) to "split" the commission with Rezazade's Company (Daniell Investments), especially with Appellant and his Company being destitute.

become a Consultant. A455-468. Following that logic, the predecessor Subscription Agreement provides the "Investor" is "Daniell Investments, Inc." and the "President" is Ali Rezazade. A462.[41] If ASI or Appellant were parties or signatories to the Subscription Agreement, then ASI or Appellant would be, "a party to [an]other agreement involving the company," in the subsequent Consulting Agreement.

Taking the plain language within the four corners of the Consulting Agreement, as the Court must,[42] that "Daniell Investments Inc. and Ali Rezazade" are the target investor, and without being misguided by the subjectivity of one contracting party (Newsmax), this Court should refrain from drawing the unreasonable inference requested by Appellant.

The Court should, also, not draw any unreasonable inferences from the Agreement to Provide Additional Capital, which defines Daniell Investments as the "Company," ASI Consulting as "Investor's Agent," and Rezazade as the "Investor." A174. Appellant admits that the clear and plain language of this contract includes, "Ali Rezazade is the owner of one hundred percent (100%) of the Company[.]" A174, para. A.[43] There is no language to the contrary in this Agreement, or,

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[41] Appellant fraudulently claimed to be "President" of the Company, when he was not, and issued a purported "Written Consent." A051. Appellant has not referenced this low-level thuggery during this Appeal: Appellant is not the control person.
[42] Appellant invites this Court to handwrite into the Consulting Agreement numbers, to somehow distinguish Daniell from Rezazade. The Court should respectfully refrain from adding terms to the contract.
[43] Op. Br., p. 25-26.

elsewhere in the record. Appellant overlooks, however, that, "[a]ny and all Capital Contributions provided by [Rezazade] to [Daniell] pursuant to this Agreement shall be deemed contributions to the capital of [Daniell] by [Rezazade], ***as an existing holder of capital stock of the Company***." A174, para. 1(c)(emphases added). There is no mention in this agreement of Appellant being a stockholder, which should end the Court's inquiry.

Against this undisputable record, Appellant's Attorneys attempt to obfuscate the terms "initial" and "additional," with focus on the first substantive paragraph.[44] This is unavailing, because common sense dictates that "initial capitalization," commonly refers to the minimum amount of funding the Company needed to cover early-stage expenses. So, in *addition* to that, Rezazade - - the Investor - - caused the provision of $2,050,000.00 into ASI for transfer into the Company. A136-37.

Although he attempts to downplay it on appeal, as before the Trial Court, Appellant relies upon a doctored document to support his untenable position: "[Appellant] produced bank records showing that the money came from his company." Op. Br. 29. But, Appellant does not realize that the Vice Chancellor extended him and his Attorneys more favorable treatment than may have been due.

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[44] "In addition to the initial capitalization of the Company, Investor agrees to initially provide Two Million Fifty Thousand Dollars ($2,000,050) [sic] and thereafter up to an additional Thirteen Million Dollars ($13,000,000) of additional capital…."

First, by alluding to a hypothetical loan or advancement, His Honor rescued Appellant (and Appellant's Counsel) from an Order declaring frivolity. That Appellant did not counter Rezazade and Essavi's well-supported application for Summary Judgment,[45] with any specific facts, let alone a counter-affidavit from Appellant, would seemingly cause the Court to apply Rule 56(e), find in favor of Rezazade and Essavi, and, not engage in any hypothetical reasoning.

His Honor recognized the non-existence of any admissible evidence or testimony from Appellant: "…there is, again, literally nothing on [Appellant]'s side to dispute Mr. Rezazade and Mr. Essavi's affidavits other than the assertion [by Appellee's Attorneys] that [Appellant] and ASI provided the funds from ASI's account." Ant.'s Exh. C (Trans., p. 37). If His Honor was not viewing the record in a manner favorable to the non-movant (and his Counsel), he should have recognized that this entire action was ill-purposed and without basis, expressed displeasure at the waste of time and resources, granted summary judgment by short-form Order, and asked the Parties for a proposed schedule for Attorney Fee Shifting.[46]

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[45] Their application was supported by, among other things, five (5) Affidavits.

[46] Instead, His Honor seemingly protected Appellant (and Appellant's Counsel) by engaging in hypothetical reasoning about loans and advancements, which may even inspire Appellant to commence a baseless, personal action to further drain Rezazade and Essavi's limited resources, in hopes of extracting settlement through meritless lawfare. Alternatively, it could have been the spring board Appellant's Counsel needed to convince Appellant to move forward with this pernicious appeal, in the hopes that Rezazade and Essavi would be intimidated or run out of funds. *But see* Ct. Ch. R. 1 (requiring Vice Chancellor Laster and Bayard, P.A. to apply Chancery

The record makes clear that both Appellant and ASI Consulting were financially desperate.[47] His Honor recognized, as this Court should similarly, that: "Rezazade has an affidavit where he says specifically that the money came from himself and his investors, and there is zero on the other side from Sulla to say that that wasn't the case."[48] As the review of the record is a most important function of this Court, it is respectfully requested that all of Appellant's purported "facts," which cite as authority Appellant's Attorney's work product, be excised as inadmissible.[49] Upon doing so, this Court will realize that this Appeal is without merit.

As the ASI bank records provided by Appellant were unclear, at best,[50] Rezazade and Essavi issued a Subpoena to JP Morgan Chase to obtain authentic, historical and non-doctored bank records of ASI Consulting's bank account.[51] Those

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procedural rules, "to secure the just, speedy, and inexpensive determination of every proceeding."). *See also See also* Douglas J. Cummings, Jr., *et. al, Christian, Hill, Adams and Keener: Key Litigation Decisions of 2013,* 14-2 DEL. L. REV. 141 52 (2014)(summarizing cases indicative of Delaware policy favoring merits-based decisions).

[47] Trans. ID 78682185 (ASI Consulting Bank Statements); A180-232 (Appellant's Bankruptcy Filings).

[48] Ant.'s Exh. C (Trans., p. 35)(emphasis added).

[49] A party opposing a motion for summary judgment must come forward with *admissible* evidence showing the existence of a genuine issue of fact. *E.g.*, *Kennedy v. Giannone*, 527 A.2d 732 (Del. 1987)(citations omitted).

[50] Doctored to render unreadable the portion hurtful to Appellant's case, at worst.

[51] That Subpoena was rejected by the Bank's Counsel, forcing Rezazade and Essavi to move to compel and for contempt, which was opposed. Ultimately, that application resulted in an Order from the Vice Chancellor, which directed JP Morgan Chase to produce the subpoenaed records, which they did. Trans. ID 78682185.

records (part of the Trial Court's Docket, and, therefore, part of the record on Appeal) reflect two important pieces of information: one, ASI Consulting was essentially broke for a full calendar year before the influx of investment capital from Rezazade's contacts; and, two, ASI Consulting provided a $20,000.00 "kickback" to Daniell Investments, for Rezazade allowing the desperate Appellant to earn $80,000.00 in commissions, because of the investment funds sourced by Rezazade. Trans. ID 78682185, at JPMC_00000033 (Check No. 532).[52]

To be clear, Appellant has only provided this Court with a limited view of the ASI Consulting bank records. A414-19. Appellant provides the records for a single month (Feb. 2019), which does not illustrate the long-lasting, dire financial situation of the business, and, it has a blurred cancelled check on the last page. That blurred check is clear on the historical records obtained from JP Morgan Chase;[53] check numbered 532 was issued by ASI Consulting to Daniell Investments in the amount of $20,000.00, with a memo: "Commission Split".[54] If His Honor had considered this evidence, he may not have extended such favor to Appellant (and his Counsel).

Third, although it may just be a coincidence, the date the Vice Chancellor signed off on the Partial Judgment, seemingly creates a procedural complexity that

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[52] *See also* A159-166 (Consulting Agreement) and A170 ($100,000 Commission payment from Newsmax to ASI Consulting on $2,000,000.00 investment).
[53] *Compare* A419 (Appellant's Production (Check No. 532 illegible)) *with* Trans. ID 78682185, at JPMC_00000033 (Bank's Production (legible)).
[54] Trans. ID 78682185, at JPMC_00000033.

is further favorable treatment to Appellant (and his Counsel) in this appeal. The Vice Chancellor signed the Partial Judgment on June 2, 2026, despite it being: (a) less-than-two pages in length; (b) basic and without controversy; (c) in an expedited matter; and (d) submitted on May 8, 2026, approximately a month earlier. *See* A002. Coincidentally, the new Chancery Rules became effective on June 1, 2026.

The new rules, which presumably were the product of Appellant's Counsel's insight and hard work as an esteemed Member of the Chancery Rules' Committee,[55] have shaved down the importance of the counter-affidavit. And, seemingly provide a more expansive universe of documents and evidence upon which a non-movant may rely to oppose summary judgment. Indeed, Appellant refers to the new Rule 56 without mentioning: (i) the rule in effect at the time of His Honor's granting of Summary Judgment; (ii) the effective date of the new rule; and (iii) how Delaware

[55] Appreciation is due Counsel for his valuable service to our Court. But, the expression of thanks should not be attempts to judicially manipulate the outcomes of litigation to unfairly increase the income of esteemed Counsel, while compensating a malevolent actor in our society for engaging in misdeeds: this would cause, among other things, a loss of faith and confidence our neighbors have in the Courts as an Institution, as well as a denigration of the dignity of the Delaware Corporate Franchise. *See* Del. Judges' Code of Judicial Conduct, Rule 1.2 ("A judge should act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary and … should avoid the appearance of impropriety.").

Jurisprudence requires this Court to use on appeal, despite there may having been a change, the rules in effect when the lower Court made its determination.[56,57]

Even assuming *arguendo* that the new rule applies (it does not), this extraordinary favor does not save Appellant from Summary Judgment. The new rule does minimize the importance of a contrary affidavit, but it does not change Delaware Law, which requires that there must be *admissible* evidence that contains *specificity*: Attorney advocacy is inadmissible, and, the doctored February 2019 ASI bank record, in isolation, does not allow one to reasonably draw an inference that Appellant is the source of the investment funds.[58] It is the inadmissibility and lack of specificity that is fatal to this argument on appeal,[59] and, requires affirmance of Summary Judgment in favor of Rezazade and Essavi.

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[56] *See Newark v. Donald M. Durkin Contracting, Inc.*, 305 A.3d 674, 679 (Del. 2023)(requiring "appl[ication of] the same standard as the trial court.")

[57] If not a coincidence, this is the type of "backroom dealing" that may cause some entrepreneurs to decide to incorporate in another Jurisdiction instead of the First State; perhaps, one that was once its own Republic, is the historical site of war against Mexico, and is known for football and chili.

[58] As a proud Officer of the Court System that ended the "separate but equal" doctrine, and remains a leading light to our State, Country and the World, I refuse to allow reason to be trumped by nepotism.

[59] Perhaps that is what the Vice Chancellor meant, when he said: "When someone supports a motion for summary judgment with an affidavit, the other side can't simply rely on lawyers' argument. The other side has to come back with a similar caliber of evidence … the bank statements themselves are not enough to create a dispute of fact as to the source of the funds. One would need more; something like [Appellant] saying, look, that money came from these projects that I did and it was money that was mine. He hasn't said that." Ant.'s Exh. C (Trans.), at pp. 37-38.

## CONCLUSION

Based upon the foregoing, it is respectfully requested that this Court affirm the Court of Chancery's grant of Summary Judgment, in its entirety, which resolves this Appeal. It is also respectfully requested that this Court direct the Court below to enter an Order modifying the existing Stay Order, due to the final resolution of this Appeal, such that the stay remains in effect during the pendency of Rezazade and Essavi's application for Attorney Fee Shifting, without requiring any further filings from Counsel or other actions (or inactions) by the Vice Chancellor.

**DCummings Law LLC**

Dated: October 2, 2026

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