IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SOLID FINANCIAL TECHNOLOGIES, INC. Debtor.	Case No. 25-10669 (BLS) Chapter 11

MOTION OF TOLOMEO BANK INTERNATIONAL CORP. AND TOLOMEO BANK LIMITED FOR LEAVE TO FILE CLAIM FOUR DAYS AFTER BAR DATE AND SUPPLEMENT TO RESPONSE TO DEBTOR'S NON-SUBSTANTIVE OBJECTION TO CLAIM

TO THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE:

COME NOW creditors Tolomeo Bank International Corp. ("Tolomeo International"), Tolomeo Bank Limited ("Tolomeo Ltd." and together with Tolomeo International, "Tolomeo")), through the undersigned legal counsel, and respectfully submit this motion for leave to file their proof of claims four (4) days after the bar date to do so (the "Motion for Leave"), supplementing the *Response to "Debtor's First Omnibus Objection to Late Filed Claim Pursuant to Section 502 of the Bankruptcy Code and Rule 3007 of the Federal Rules of Bankruptcy Procedures (Non-Substantive Objection*" (the "Response") (ECF No. 153), for the following reasons:

BACKGROUND

1. On April 7, 2025, (the "Petition Date"), Solid Financial Technologies, Inc., ("Debtor") filed a voluntary petition for relief under Chapter 11 of the Code. See, Docket No. 1.

2. Prior to the Petition Date, on May 1, 2024, Tolomeo initiated a complaint (the "Complaint") in the United States District Court for the District of Puerto Rico (the "District Court") against eleven (11) defendants, including Debtor, for several causes of action including conversion of claims, unjust enrichment, negligence, breach of fiduciary duty and

constructive fraud under case num. 24-cv-01199-ADC styled *Vauban International Bank Corporation et al v. EZBanc Corp et al* (the "District Court Litigation").

3. On April 8, 2025, Debtor filed a *Notice of Suggestion of Pendency of Bankruptcy and Automatic Stay of Proceedings* (the "Notice of Bankruptcy") in the District Court Litigation.

4. Counsel acting on behalf of Tolomeo in the District Court Litigation are not the Tolomeo's bankruptcy counsel, and neither of them are admitted to practice before the United States District Court for the District of Delaware. See, **Exhibits A**, **B**.

5. On April 16, 2025, a notice that proof of claims (the "Notice of Bar Date") were due by June 6, 2025 (the "Bar Date") was issued. See, Docket No. 28.

6. The Notice of Bar Date was never received by Tolomeo or its legal representatives. See, **Exhibits A**, **B**.

7. Although Debtor's allege that the Notice of Bar Date was provided to Tolomeo's District Court Litigation counsels by certified mail and by email, such notices were never obtained by counsel. See, **Exhibits A** and **B**.

8. Tolomeo's counsel in the District Court Litigation checked verified internally with their information technology team and the Notice of Bar Date was never received in their electronic mail. See, **Exhibits A** and **B**.

9. On May 5, 2025, Debtor filed its bankruptcy statements and schedules (the "Schedules"). See, Docket No. 58. The Schedules did not list Tolomeo as holders of claims (not even as "*disputed*", "*unliquidated*" or "*contingent*") in the captioned case.

10. Moreover, Debtor's list of creditors did not include Tolomeo's address, but rather, that of counsel in the District Court Litigation. See, Docket No. 4.

11. On June 10, 2025 (*i.e.*, less than two (2) months after the Notice of Bar Date), Tolomeo filed proof of claims 19 and 20, in the general unsecured amounts of $725,073.15, $1,139,705.10, respectively (the "Tolomeo Claims").

12. On July 7, 2025, Debtor filed its *Subchapter V Chapter 11 Plan Of Liquidation* (the "Liquidation Plan") (ECF No. 104), which details that Debtor's exit strategy in the captioned case was to "run a sale process for the Debtor's valuable assets", later pivoting to transfer its assets to a liquidation trust, the primary purpose of which is to "liquidating the Liquidation Trust Assets". See, Docket No. 104, pp. 11, 21.

13. On August 25, 2025, Debtor filed its *First Omnibus Objection to Late Filed Claims Pursuant to Section 502 of the Bankruptcy Code ad Rule 3007 of the Federal Rules of Bankruptcy Procedure (Non-Substantive Objection)* (the "Objection to Claim")[1], whereby Debtor alleges as follows:

> "The Affidavit of Service identifies that, **except for Tolomeo Bank International, Corp. ("Tolomeo International")**, each of the claimants filing the Late Filed Claims was served with the Bar Date Notice on April 16, 2025 by email and first-class mail.
>
> Despite a lack of service of the Bar Date Notice directed to Tolomeo International itself, Tolomeo International should be bound by the Bar Date Notice because Tolomeo International's counsel was timely served with four copies of the Bar Date Notice. Specifically, Tolomeo International's *counsel*, who filed Tolomeo International's claim in this case and represents Tolomeo International in litigation underlying its claim, was timely served with a copy of the Bar Date Notice via email and first-class mail for four other parties represented by the same counsel in the underlying litigation, including Tolomeo Bank Ltd. See Affidavit of Service, at 3 (service on the Sanchez/LRV firm on behalf of Crossbarfx Ltd), 7 (service on the Sanchez/LRV firm on behalf of Tolomeo Bank Ltd, Vauban Bank Int'l Corp and Vauban Int'l Bank Corp)."

See, Docket No. 142, pp. 3-4, ¶¶ 9-10 (emphasis added).

[1] Furthermore, the case record is clear that counsel in the District Court Litigation did not file a notice of appearance in the captioned case and made no filings in it until *after* the filing of the Objection to Claim (and solely to respond to it).

14. In sum, while Debtor admits in the Objection to Claim that Tolomeo were *never served* with the Notice of Bar Date, it nonetheless argues that they should be bound by the same because counsel for Tolomeo in the District Court Litigation were served by first class mail and email address.

15. In the Objection to Claim, Debtor further argues that "[f]ailure to reduce the Late Filed Claims will result in the applicable claimants receiving an unwarranted recovery against the Debtor's estate, to the detriment of other creditors in this case*."* Id. at p. 4, ¶ 12.

16. On September 15, 2025, Tolomeo filed the Response, detailing how there is no record at the office of Tolomeo's counsel of any mail received from Omni in April, and how the first mail received (on September 2, 2025) from Omni was the Objection to Claim. See, Docket No. 153.

17. On September 21, 2025, Debtor filed a reply to Tolomeo's response (the "Reply"), arguing: **(i)** that asserting that the Notice of Bar Date was never received is "insufficient to rebut the presumption of adequate service by properly addressed mail and email" and that Tolomeo did not move the Court for an extension of the Bar Date and does not satisfy the requirements for excusable neglect.

18. For the reasons stated below, Tolomeo respectfully requests that the Motion for Leave be granted.

Legal Analysis and Discussion

A. Per its own admissions, Debtor did not serve Tolomeo with the Notice of Bar Date.

i. Lack of compliance with Fed. R. Bankr. Pr. 2002(a)(7)

Fed. R. Bankr. Pr. 2002(a)(7), all creditors shall be given notice, by mail, of "the time fixed for filing proofs of claims pursuant to Rule 3003(c)". In turn, Local Rule 2002-1(b) states as follows: "Serving Motions and Applications in Chapter 11 and 15 Cases. In chapter 11 and 15 cases, motions and applications—*except matters specified in Fed. R. Bankr. P. 2002(a)*(1), (4), (5), *(7),* 2002(b), 2002(f) and 2002(q) and Local Rules 4001-1 and 9013-1—must be served only on counsel for the debtor, counsel for the foreign representative, the U.S. Trustee, counsel for any official committee, counsel for any trustee, all parties who file a request for service of notices under Fed. R. Bankr. P. 2002(i), and all parties whose rights are affected by the motion or application."

Here, it is undisputed–per Debtor's own representations–that Tolomeo was not served, by any means, with the Notice of Bar Date. Therefore, it is equally undisputed that Debtor failed to comply with Fed. R. Bankr. Pr. 2002(a)(7) and, for that reason alone, the Objection to Claim should be summarily denied. See, In re Cyber Litig. Inc., No. 20-12702 (CTG), 2021 WL 4927550, at *2 (Bankr. D. Del. Oct. 21, 2021) (referring to the "procedural protections afforded to it by Bankruptcy Rule 2002(a)(7)".

ii. Filing of bankruptcy suggestion in District Court Litigation is not enough

Although Debtor admits that Tolomeo were not served with the Notice of Bar Date (without providing any reason therefor), it nonetheless argues that Tolomeo should be bound by it because its counsel in the District Court Litigation was served with it by the filing of the Notice of Bankruptcy in such case and by email and certified mail. In making this argument, Debtor leaves out that the clear language of Fed. R. Bankr. Proc. 2002 (which Debtor itself cites in the Reply) refers to the "creditor" and not its counsel. See, e.g., In re Quezada, No. 24-22431 (SHL), 2025 WL 969263, at *4 (Bankr. S.D.N.Y. Mar. 31, 2025) (citing Fed. R. Bankr. Pro. 2002(a)(7), noting how the rule requires specific notice by mail be given to the "creditor[ ]," not their counsel)); see also, Fogel v. Zell, 221 F.3d 955, 963 (7th Cir. 2000) (noting that, for purposes of notice, where a creditor's "name and address are reasonably ascertainable, he is entitled to have that information sent directly to him.").

The cases cited by Debtor for the proposition that the "mailbox rule" to service by mail creates a presumption of adequate service are therefore unavailing because they are cited for the proposition that service by mail and email to Tolomeo's counsel (even if they had been actually received by them, which they were not), and not Tolomeo itself is enough to disallow the Tolomeo Claims[2].

Under these circumstances, Tolomeo respectfully contends that any and all allegations by Debtor that Tolomeo were vicariously served–through the District Court Litigation counsel– with the Notice of Bar Date should be summarily discarded.

B. The filing of the Tolomeo Claims four (4) days after the Bar Date was the result of excusable neglect.

"[B]y empowering the courts to accept late filings "where the failure to act was the result of excusable neglect," Rule 9006(b)(1), Congress plainly contemplated that the courts would be permitted, where appropriate, to accept late filings caused by inadvertence, mistake, or carelessness, as well as by intervening circumstances beyond the party's control." In re Energy Future Holdings Corp., 619 B.R. 99, 109 (Bankr. D. Del. 2020).

As noted by the Court in the case of Energy Future Holdings, the Supreme Court's ("SCOTUS")' analysis in Pioneer Inv. Serv. Co. v. Brunswick Assocs. Ltd. Partnership., 507 U.S. 380, 113 S.Ct. 1489, 123 L.Ed.2d 74 (1993), for determining "excusable neglect" pursuant to Fed. R. Bankr. P. 9006(b)(1) contemplated similar (but not equal) facts.

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[2] In fact, Debtor even recognizes that such presumption of adequate service exists where the serving party "properly addressed and mailed notice under the applicable rules". See, Reply at p. 4, ¶ 9. Here, however, per Debtor's own admissions, it did not serve Tolomeo as required by Fed. R. Bankr. Pro. 2002(a)(7).

In Pioneer, a creditor's attorney received notice of a creditors meeting (and, as in this case, the notice of the bar date for filing claims was included therein) from the bankruptcy court shortly after the debtor filed its chapter 11 cases. The proof of claims were filed by that attorney twenty (20) days after the bar date, and SCOTUS found four (4) relevant factors that courts should consider in evaluating whether the delay was the result of "excusable neglect": (1) the danger of prejudice to the debtor, (2) the length of the delay and its potential impact on judicial proceedings, (3) the reason for the delay, including whether it was within the reasonable control of the movant, and (4) whether the movant acted in good faith". Id. (citing Pioneer). The determination is at bottom an equitable one, and courts have placed the emphasis in their analysis on the "reason" for the delay. Energy Future Holdings at *110.

Furthermore, Tolomeo notes that in the case of Pioneer, SCOTUS directed that for a determination of "excusable neglect", it considered significant whether the relevant notices were "outside the ordinary course in bankruptcy cases." Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship, 507 U.S. 380, 398, 113 S. Ct. 1489, 1499, 123 L. Ed. 2d 74 (1993).

i. Reason for delay, length thereof and good faith

Here, the reason for the belated filing was, first, that, as discussed above, Tolomeo was–per Debtor's own admissions–never served with the Notice of Bar Date as required by Fed. R. Bankr. Pr. 2002(a)(7). Like in the case of Pioneer, the Notice of Bar Date was included within the notice of the 341 meeting of creditors, with which Tolomeo was never served because their claims were not included in the Schedules and the list of creditors did not include their address. Under these circumstances, it is clear that the delay was not within the reasonable control of Tolomeo.

Although counsel for Tolomeo in the District Court Litigation (who are not Tolomeo's counsel in any bankruptcy related matters) saw the Notice of Bankruptcy (*i.e.* not the Notice of Bar Date) filed in the District Court, they were unaware that the captioned was a Sub Chapter V (and the Notice of Bankruptcy does not so specify it), which has deadlines for filing of claims that are more expeditious than in regular chapter 11 cases.

Despite this inadvertence, counsel for Tolomeo in the District Court Litigation reviewed the record of the captioned case on June 9, 2025, and, upon becoming aware of the Bar Date, filed the Tolomeo Claims on June 10, 2025, only four (4) days after the Bar Date (*i.e.*, sixty-one (61) days after the Petition Date and fifty-five (55) days after the never-received Notice of Bar Date was issued). See, **Exhibits A**, **B**.

The filing of the Tolomeo Claims was made in a good faith attempt to participate in the distribution of dividends in the captioned case, and not to cause any prejudice to any parties-in-interest. Moreover, because the filing of the Tolomeo Claims were made a mere four (4) days after the Bar Date, no danger of prejudice whatsoever exists to Debtor and its endeavors to obtain confirmation of the Liquidation Plan.

Further, while Debtor argues that counsels for Tolomeo in the District Court Litigation were served with the Notice of Bar Date by mail and by electronic mail– even assuming that such service complies with Fed. R. Bankr. Pr. 2002(a)(7), which it does not– their internal records do not reflect having received the same by either means. See, **Exhibits A**, **B**.

ii. No prejudice whatsoever to Debtor

Lastly, because the filing of the Tolomeo Claims was made four (4) days after the Bar Date, no party in interest (including Debtor) will be affected by the belated filing any more than they would have been had the Tolomeo Claims been filed on or before the Bar Date. This should be particularly true given the irregularity in Debtor's alleged attempts to serve the Notice of Bar Date to Tolomeo through counsel in the District Court Litigation (and not to Tolomeo, per its own admissions) and the fact that such counsel never actually received such document (even assuming that service was done in accordance with the rules, which it was not).

Debtor has (and had) been aware of the Tolomeo Claims for almost a year prior to the Petition Date due to the District Court Litigation and cannot now claim –under the guise that allowance of the Tolomeo Claims four (4) days after the Bar Date–will be the reason why other creditors' distributions could be affected, especially given its attempt to deprive Tolomeo of basic notice and procedural safeguards. In fact, Tolomeo notes that Debtor's operating reports reveal alarming continuing losses to the estate for which, for the avoidance of doubt, Tolomeo reserves all rights to seek relief pursuant to 11 U.S.C. §1112(b)(4)(A).

WHEREFORE, Tolomeo respectfully requests that the Court **(i)** grants this motion for leave to file the Tolomeo Claims four (4) days after the Bar Date, and **(ii)** that it enter an order allowing the Tolomeo Claims in the captioned case and receive distributions under the Liquidation Plan, as it may be amended.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 2nd day of October 2025.

WE HEREBY CERTIFY that on this same date, we electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the participants in this case, including the United States Trustee.

M | P| M **MARINI PIETRANTONI MUÑIZ LLC**
Attorneys for Tolomeo Bank International Corp., and Tolomeo Bank Limited

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SOLID FINANCIAL TECHNOLOGIES, INC. Debtor.	Case No. 25-10669 (BLS) Chapter 11

ORDER APPROVING MOTION OF TOLOMEO BANK INTERNATIONAL CORP. AND TOLOMEO BANK LIMITED FOR LEAVE TO FILE CLAIM FOUR DAYS AFTER BAR DATE AND SUPPLEMENT TO RESPONSE TO DEBTOR'S NON-SUBSTANTIVE OBJECTION TO CLAIM

Upon the *Motion of Tolomeo Bank International Corp. and Tolomeo Bank Limited for Leave to File Claim Four Days After Bar Date*, dated September ___, 2025 (the "Motion"), for entry of an order allowing Tolomeo[3] to file their proofs of claim subsequent to the previously established proof of claim deadline; and it appearing that this Court has jurisdiction over this matter; and it appearing that notice of the Motion as set forth therein is sufficient, and that no other or further notice need be provided; and it further appearing that the relief requested in the Motion is in the best interest of Tolomeo; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefore, it is hereby

ORDERED that the Motion is granted; and it is further;

ORDERED that the Tolomeo Claims are ALLOWED; and it is further;

ORDERED that this Court shall, and hereby does, retain jurisdiction with respect to all matters arising from or in relation to the implementation of this Order.

Dated: October ____, 2025
Wilmington, DE

____
The Honorable Brendan L. Shannon

[3] Capitalized terms not defined herein shall have the same meaning ascribed to them in the Motion.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SOLID FINANCIAL TECHNOLOGIES, INC. Debtor.	Case No. 25-10669 (BLS) Chapter 11

DECLARATION OF GUSTAVO J. VIVIANI-MELÉNDEZ IN SUPPORT OF THE MOTION OF TOLOMEO BANK INTERNATIONAL CORP. AND TOLOMEO BANK LIMITED FOR LEAVE TO FILE CLAIM FOUR DAYS AFTER BAR DATE AND SUPPLEMENT TO RESPONSE TO DEBTOR'S NON-SUBSTANTIVE OBJECTION TO CLAIM

I, Gustavo J. Viviani-Meléndez pursuant to 28 U.S.C. § 1746, declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am an attorney and Member at Sánchez / LRV LLC. I am familiar with the facts set forth in this declaration (the "Declaration"). I submit this Declaration in further support of the *Motion of Tolomeo Bank International Corp. And Tolomeo Bank Limited for Leave to File Claim Four Days After Bar Date and Supplement to Response to Debtor's Non-Substantive Objection To Claim* (the "Motion")[1].

2. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge. If called upon to testify, I could and would testify competently to the facts set forth herein.

3. On May 1, 2024, through the undersigned, Tolomeo initiated a complaint (the "Complaint") in the United States District Court for the District of Puerto Rico (the "District Court") against eleven (11) defendants, including Debtor, for several causes of action including conversion of claims, unjust enrichment, negligence, breach of fiduciary duty and constructive fraud.

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[1] Capitalized used herein and not otherwise defined have the meanings set forth in the Motion.

4. The scope of our firm's representation of Tolomeo did not extend to any bankruptcy related matters.

5. I am not admitted to practice before the United States District Court for the District of Delaware.

6. While prosecuting the Complaint in the District Court, on April 8, 2025, Debtor filed a *Notice of Suggestion of Pendency of Bankruptcy and Automatic Stay of Proceedings* in the District Court.

7. I did not receive any type of notice of the bar date to file proof of claims in the captioned bankruptcy case (the "Bar Date").

8. While Debtor asserts that it sent to my attention the Notice of Bar Date by electronic email and by mail, I have searched my records and those of our law firm, and I did not receive the Notice of Bar Date either by electronic mail or by mail (nor by any other means)

9. I have checked with Tolomeo's information technology team and officers and neither their physical nor electronic records reflect any type of notice of the Bar Date.

10. It was not until on or around June 9, 2025, that I became aware of the Bar Date, and, at that point, we proceeded to prepare the Tolomeo Claims.

11. On June 10, 2025, we procured the filing of the Tolomeo Claims.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: October 1, 2025

Respectfully submitted,

/s/ Gustavo J. Viviani Meléndez

By: Gustavo J. Viviani Meléndez
Title: Member

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SOLID FINANCIAL TECHNOLOGIES, INC. Debtor.	Case No. 25-10669 (BLS) Chapter 11

DECLARATION OF ALICIA I. LAVERGNE-RAMÍREZ IN SUPPORT OF THE MOTION OF TOLOMEO BANK INTERNATIONAL CORP. AND TOLOMEO BANK LIMITED FOR LEAVE TO FILE CLAIM FOUR DAYS AFTER BAR DATE AND SUPPLEMENT TO RESPONSE TO DEBTOR'S NON-SUBSTANTIVE OBJECTION TO CLAIM

I, Alicia I. Lavergne-Ramírez, pursuant to 28 U.S.C. § 1746, declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am an attorney and Member at Sánchez / LRV LLC. I am familiar with the facts set forth in this declaration (the "Declaration"). I submit this Declaration in further support of the *Motion Of Tolomeo Bank International Corp. And Tolomeo Bank Limited For Leave To File Claim Four Days After Bar Date And Supplement To Response To Debtor's Non-Substantive Objection To Claim* (the "Motion")[1].

2. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge. If called upon to testify, I could and would testify competently to the facts set forth herein.

3. On May 1, 2024, through the undersigned, Tolomeo initiated a complaint (the "Complaint") in the United States District Court for the District of Puerto Rico (the "District Court") against eleven (11) defendants, including Debtor, for several causes of action including conversion of claims, unjust enrichment, negligence, breach of fiduciary duty and constructive fraud.

[1] Capitalized used herein and not otherwise defined have the meanings set forth in the Motion.

4. The scope of our firm's representation of Tolomeo did not extend to any bankruptcy related matters.

5. I am not admitted to practice before the United States District Court for the District of Delaware.

6. While prosecuting the Complaint in the District Court, on April 8, 2025, Debtor filed a *Notice of Suggestion of Pendency of Bankruptcy and Automatic Stay of Proceedings* in the District Court.

7. I did not receive any type of notice of the bar date to file proof of claims in the captioned bankruptcy case (the "Bar Date").

8. While Debtor asserts that it sent to my attention the Notice of Bar Date by electronic email and by mail, I have searched my records and those of our law firm, and I did not receive the Notice of Bar Date either by electronic mail or by mail (nor by any other means)

9. I have checked with Tolomeo's information technology team and officers and neither their physical nor electronic records reflect any type of notice of the Bar Date.

10. It was not until on or around June 9, 2025, that I became aware of the Bar Date, and, at that point, we proceeded to prepare the Tolomeo Claims.

11. On June 10, 2025, we procured the filing of the Tolomeo Claims.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: October 1, 2025

Respectfully submitted,

/s/ Alicia I. Lavergne-Ramírez

By: Alicia I. Lavergne-Ramírez
Title: Member