**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

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| In re:<br><br>SOLID FINANCIAL TECHNOLOGIES, INC.,[1]<br><br>Debtor. | Chapter 11<br>Subchapter V<br><br>Case No. 25-10669 (BLS)<br><br>**Re: Docket Nos. 142, 153, 163, 177, 189**<br><br>**Objection Deadline:**[2]<br>**October 29, 2025 at 4:00 p.m. (ET)**<br>**Hearing Date:**<br>**November 12, 2025 at 11:00 a.m. (ET)** |

**DEBTOR'S OBJECTION TO 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**

Solid Financial Technologies, Inc., as debtor and debtor in possession (the "Debtor") in the above-captioned case (this "Chapter 11 Case"), by and through its undersigned counsel, hereby objects (this "Objection") to 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* [Dkt. No. 177] (the "Motion for Leave"). In support of this Objection and the Debtor's Claim Objection (defined below), the Debtor submits the Declaration of Kim Steverson, Senior Vice Present, Corporate Restructuring Services, at Omni Agent Solutions, Inc. (the "Steverson Declaration"), filed contemporaneously herewith, and states as follows:

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[1] The Debtor in this Chapter 11 Case, its jurisdiction of organization, and the last four digits of its U.S. taxpayer identification number is: Solid Financial Technologies, Inc., a Delaware corporation (8838). The Debtor's mailing address is: Solid Financial Technologies, Inc., c/o Harvard Business Services, Inc., 16192 Coastal Hwy, Lewes, DE 19958.

[2] While the Debtor and Tolomeo entered into a stipulation [Dkt. No. 189] that established the Debtor's deadline to object to the Motion for Leave and agreement between the Debtor and Tolomeo that the Motion for Leave be heard at the November 12, 2025 hearing, Tolomeo has not filed a Notice of its Motion for Leave, setting an objection deadline for all other parties in this Chapter 11 Case or notifying such parties of the hearing date.

## PRELIMINARY STATEMENT[3]

1. There are three central issues for this Court to decide related to Tolomeo's Motion for Leave and the Debtor's pending Claim Objection to the Tolomeo Claims, which are the subject of litigation that the district court has already thrown out, finding that it was "abundantly clear" that the claims were "cobbled together":[4]

(i) Whether service of the Bar Date Notice on Tolomeo Litigation Counsel is adequate notice;

(ii) Whether the presumption that the Bar Date Notice was served on Tolomeo Litigation Counsel in light of the Bar Date Notice being properly addressed, postage prepaid, and deposited in the mail has been rebutted; and

(iii) Whether excusable neglect exists under the facts of this case, where Tolomeo Litigation Counsel was aware of the Chapter 11 Case one day after the Petition Date, yet failed to check the Case's docket for the General Bar Date for over 60 days; failed to seek leave of the Court to file a late claim for over three months (and only after the Debtor objected to the Tolomeo Claims); and prepared, signed and filed the late Tolomeo Claims and the Tolomeo Response to the Debtor's Claim Objection, despite basing certain of its arguments in the Motion for Leave on the proposition that Tolomeo Litigation Counsel did not represent Tolomeo in any bankruptcy-related matters.

For all of the reasons set forth in this Objection, the Court should deny the Motion for Leave and find that notice of the General Bar Date was adequately and timely provided to Tolomeo; the Bar

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[3] Defined terms used in the Preliminary Statement but not defined therein are ascribed the definitions provided to them in this Objection.

[4] DPR Litigation, Dkt. No. 96 (*Opinion and Order*), at 2.

Date Notice was served on Tolomeo Litigation Counsel and must be presumed to have been received based on the relevant case law and the Steverson Declaration; and no excusable neglect exists to permit the Tolomeo Claims to be deemed to be timely filed.

## RELEVANT BACKGROUND[5]

2. On or about May 1, 2024, Tolomeo Bank International, Corp ("Tolomeo International"); Tolomeo Bank Limited ("Tolomeo Limited" and together with Tolomeo International, "Tolomeo"); Vauban International Bank ("Vauban"); and Crossbarfx Ltd[6] initiated a complaint (the "Complaint") in the United States District Court for the District of Puerto Rico against the Debtor and ten other defendants asserting several causes of action under the case captioned *Vauban International Bank Corporation* et al., *v. EZBanc Corp.* et al., Case No. 24-CV-01199-ADC (the "DPR Litigation").

3. On May 2, 2024, the Complaint and respective summonses were served on the Debtor, directing responses to be submitted to the following address for the law firm, Sánchez/LRV LLC, as counsel to Tolomeo and other plaintiffs in the DPR Litigation ("Tolomeo Litigation Counsel"):

Alicia I. Lavergne Ramírez, Esq.
Gustavo J. Viviani Meléndez, Esq.
SÁNCHEZ/LRV LLC
270 Ave. Muñoz Rivera, Suite 1110
San Juan, PR 00918

DPR Litigation, Dkt. No. 3.[7]

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[5] The relevant background is more fully set forth in both the Debtor's Claim Objection and Reply (as defined herein), both of which are incorporated herein by reference.

[6] Crossbarfx Ltd. was an involuntary plaintiff in the DPR Litigation. *See* Order Show Cause, DPR Litig., Docket No. 89.

[7] A copy of the Summons is attached hereto as **Exhibit A**.

4. On April 7, 2025 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code as a debtor defined in Bankruptcy Code section 1182(1) and elected to proceed under Subchapter V of chapter 11 of the Bankruptcy Code pursuant to the Small Business Debtor Reorganization Act, as amended.

5. On April 8, 2025, the Notice of Suggestion of Pendency of Bankruptcy and Automatic Stay of Proceedings, attached hereto as **Exhibit B** (the "Suggestion of Bankruptcy") was filed and electronically served on the parties to the DPR Litigation, including Tolomeo Litigation Counsel.

6. On April 16, 2025, the Debtor's claims and noticing agent, Omni Agent Solutions, Inc. ("Omni"), served a copy of the Notice of Meeting of Creditors/Commencement of Case [Dkt. No. 28] (the "Bar Date Notice"), which identified the deadline for filing proofs of claims in the Debtor's Chapter 11 Case as June 6, 2025 (the "General Bar Date"), on the last known address for Tolomeo Litigation Counsel via first-class mail[8] and email as set forth below:

Tolomeo Bank Ltd
c/o Sanchez/LRV
Attn: Gustavo J Viviani Melendez,
Alicia I Lavergne-Ramirez
270 Munoz Rivera Ave, Ste 1110
San Juan, PR 00918
gviviani@sanchezlrv.com
alavergne@sanchezlrv.com

*See* Dkt. No. 36.[9]

[8] The Motion for Leave incorrectly represents that the Debtor contends that service was effectuated via "certified mail" and email. *See* Motion for Leave, ¶ 7. The Debtor has only ever contended that the Bar Date Notice was served via first-class mail and email. *See*, *e.g.*, Reply, ¶ 5.

[9] Pursuant to the Affidavit of Service [Dkt. No. 36], in addition to service on Tolomeo Limited, the Bar Date Notice was served on Vauban, Crossbarfx Ltd. and a second Vauban Bank entity, "c/o Sanchez/LRV."

7. On June 10, 2025, Tolomeo Litigation Counsel submitted three separate proof of claim forms on behalf of Tolomeo International, Tolomeo Limited, and Vauban, respectively. *See* Claim Nos. 19, 20, and 21.[10] All three proof of claim forms provide Tolomeo Litigation Counsel's below contact information for the purpose of sending notices and payments to each Tolomeo entity and Vauban:

Alicia I. Lavergne Ramírez
270 Muñoz Rivera Ave. Suite 1110
San Juan, PR 00918
alavergne@sanchezlrv.com

*See* Claim Nos. 19, 20, and 21. In addition to identifying Tolomeo Litigation Counsel's address and email address as the notice and payment party for the Tolomeo Claims, the Tolomeo Claims were prepared and filed by Tolomeo Litigation Counsel, as well as signed by Tolomeo Litigation Counsel, Mrs. Lavergne Ramírez. *See* Tolomeo Claims; Tolomeo Declarations, ¶¶ 4, 10-11.

8. On May 5, 2025, the Debtor filed its initial *Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy (Form 207)* [Dkt. No. 59] (the "SOFA"), which listed the DPR Litigation in Part 3.

9. On August 25, 2025, the Debtor filed the *Debtor's First Omnibus Objection to Late Filed Claims Pursuant to Section 502 of the Bankruptcy Code and Rule 3007 of the Federal Rules of Bankruptcy Procedure (Non-Substantive Objection)* [Dkt. No. 142] (the "Claim Objection"), objecting to the Tolomeo Claims as being late-filed after the General Bar Date.

10. On September 15, 2025, Tolomeo and Vauban filed their response to the Claim Objection [Dkt. No. 153] (the "Tolomeo Response"). In the Tolomeo Response, despite asserting that Tolomeo Litigation Counsel never received the Bar Date Notice, Tolomeo and Vauban admit

[10] Collectively, claim no. 19 filed by Tolomeo International and claim no. 20 filed by Tolomeo Limited, the "Tolomeo Claims." The Tolomeo Claims are attached hereto as **Exhibits C** and **D**.

that Tolomeo Litigation Counsel's address and email addresses listed in the Affidavit of Service for the Bar Date Notice is correct. *See* Tolomeo Response, ⁋4.[11] Furthermore, the Tolomeo Response was filed by Tolomeo Litigation Counsel, who held themselves out as "counsel for Tolomeo International, Tolomeo Ltd. and Vauban[.]" *See* Tolomeo Response, signature block.

11. On September 21, 2025, the Debtor filed the *Debtor's Reply to Bank Creditors' Response to Debtor's First Omnibus Objection to Late Filed Claims Pursuant to Section 502 of the Bankruptcy Code and Rule 3007 of the Federal Rules of Bankruptcy Procedures (Non-Substantive Objection)* [Dkt. No. 163] (the "Reply").

12. On October 2, 2025, Tolomeo filed the Motion for Leave,[12] requesting an extension of the General Bar Date for the Tolomeo Claims, as well as the supporting declarations of Tolomeo Litigation Counsel, Gustavo J. Viviani-Meléndez [Dkt. No. 177-1] and Alicia I. Lavergne-Ramírez [Dkt. No. 177-2] (collectively, the "Tolomeo Declarations").[13]

## OBJECTION

13. To the extent the Motion for Leave is a request for relief that differs from that advanced in the Tolomeo Response, the Court should deny the Motion because Tolomeo has failed

[11] Tolomeo contends that the first service received in the Chapter 11 Case from Omni was the Claim Objection. *See* Motion for Leave, ⁋ 16. Omni's Affidavit of Service for the Claim Objection [Dkt. No. 150] identifies service on Tolomeo Litigation Counsel in the same manner and at the same mailing address and email address as Omni's Affidavit of Service regarding the Bar Date Notice. *Compare* Dkt. No. 150 *with* Dkt. No. 36.

[12] The Motion for Leave supplements Tolomeo's Response to the Claim Objection, which is akin to filing a sur-reply without leave of Court. *See* Motion for Leave (*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*** (emphasis added). Additionally, the original Tolomeo Response previously sought relief from the Court to allow the Tolomeo Claims as late-filed pursuant to the excusable neglect standard of *Pioneer*. *See* Tolomeo Response, ⁋⁋ 6-13.

[13] The Debtor notes that the Motion for Leave was filed solely on behalf of Tolomeo and does not include Vauban or its claim. The Debtor accordingly concludes Vauban has waived any further argument that Vauban's late-filed claim could be accepted as timely filed.

to show that service of the Bar Date Notice was inadequate or that Tolomeo's failure to file their claims before the expiration of the General Bar Date was due to excusable neglect.

**A. Service of the Bar Date Notice is Properly Imputed to Tolomeo as a Result of Service on Tolomeo Litigation Counsel.**

14. While the Motion for Leave attempts to characterize the Debtor's representations in the Claim Objection and Reply as an admission that the Bar Date Notice was not served on either Tolomeo entity, this position misses the mark because the Bar Date Notice was served on Tolomeo through Tolomeo Litigation Counsel. "[W]hether a creditor received adequate notice of a bar date" is based on that case's specific facts and circumstances. *In re Grand Union Co.*, 204 B.R. 864, 871 (Bankr. D. Del. 1997).

> In general, due process requires notice that is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314, 94 L. Ed. 865, 70 S. Ct. 652 (1950). In other words, the notice must be such that it would reasonably inform the interested parties that the matter is pending and would reasonably allow the parties to "choose for [themselves] whether to appear or default, acquiesce or contest." *See Mullane*, 339 U.S. at 314.

*Id*. (footnote omitted).

15. Here, the Debtor satisfied the due process requirement that notice be "reasonably calculated" to apprise Tolomeo of the Chapter 11 Case and the General Bar Date. Specifically, due process is met because service of the Bar Date Notice is properly imputed to Tolomeo through service on Tolomeo Litigation Counsel for at least four reasons: (i) the DPR Litigation involves the exact same claims for which the Bar Date Notice was served and Tolomeo Litigation Counsel was already aware of the Debtor's Chapter 11 Case through receipt of the Suggestion of Bankruptcy; (ii) at all relevant times, Tolomeo was represented by Tolomeo Litigation Counsel with respect to those claims; (iii) Tolomeo Litigation Counsel prepared, signed and filed the

Tolomeo Claims in this Chapter 11 Case; and (iv) Tolomeo Litigation Counsel continued to represent Tolomeo, in both the DPR Litigation and this Chapter 11 Case, including by responding to the Debtor's Claim Objection.

*i. Service on Counsel Under These Facts Was Satisfactory.*

16. Bankruptcy Rule 2002(a)(7) provides "the clerk or the court's designee must give the debtor, the trustee, all creditors, and all indenture trustees at least 21 days' notice by mail of: . . . (7) the time to file a proof of claim under Rule 3003(c); . . . ." FED. R. BANKR. P. 2002(a)(7). Courts have held that service under Bankruptcy Rule 2002(a) on a creditor's counsel, instead of directly on the creditor itself, can be proper—and, in some situations, even more appropriate—where, as here, such counsel represents the creditor in pending litigation underlying the creditor's claim against the bankruptcy estate. In *Grand Union*, the court considered whether a debtor was required to provide creditors' attorneys with the bar date notice where, prior to the bankruptcy, the debtor knew such attorneys were representing them and there had been communications regarding resolving the creditors' claims, concluding notice directly to creditors was inadequate where creditors were unsophisticated and exclusively represented by counsel known to the debtor. *See In re Grand Union Co.*, 204 B.R.at 875.

17. Since the DPR Litigation is the source of the Tolomeo Claims and remains pending on appeal, the Debtor properly served the Bar Date Notice on Tolomeo Litigation Counsel at the address provided in that case. As noted in the Claim Objection and Reply, 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 is represented by the same Tolomeo Litigation Counsel as Tolomeo Limited, Vauban and a fourth plaintiff in that litigation and, for all of the reasons set forth herein, Tolomeo Litigation Counsel was timely served with four copies of

the Bar Date Notice. Specifically, Tolomeo Litigation Counsel was timely served with a copy of the Bar Date Notice via email and first-class mail for four other parties represented by it in the DPR Litigation, including Tolomeo Limited. *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); Claim Objection, ⁋ 10; Reply, n. 5.

18. The adequacy of the Debtor's service of the Bar Date Notice is further confirmed when considering the Tolomeo Claims themselves. In particular, Tolomeo Litigation Counsel prepared, signed, and filed the Tolomeo Claims,[14] underscoring that counsel was, in fact, an entirely adequate—if not the most appropriate—entity or person to receive the Bar Date Notice. *See*, *e.g.*, *Chanute Production Credit Ass'n v. Schicke (In re Schicke)*, 290 B.R. 792, 802-03 (B.A.P. 10th Cir. 2003) (explaining that "[w]hile an attorney need not have been retained to represent a creditor in a bankruptcy case or be a bankruptcy attorney, it is important that there be some nexus between the creditor's retention of the attorney and the creditor's issues with the debtor. It is generally held that an attorney who represents the creditor in matters against a debtor prepetition, such as in obtaining or collecting a judgment that will be affected by discharge, will be an agent of the creditor in the context of a debtor's bankruptcy case."); *In re Residential Cap., LLC*, No. 12-12020 (MG), 2015 WL 2256683, at *7 (Bankr. S.D.N.Y. May 11, 2015) (holding service of administrative claim bar date notice imputed to creditor where, as here, its counsel receiving notice represented creditor in action on which claim was based).

[14] Moreover, the Tolomeo Claims clearly relate to Tolomeo's claims asserted in the DPR Litigation because the only supporting documentation attached to the claims is a copy of the DPR Litigation Complaint.

*ii. Tolomeo's Cases are Distinguishable.*

19. Tolomeo argues that the language of Bankruptcy Rule 2002(a)(7) requires service directly on a creditor itself and that service of a bar date notice on such creditor's counsel is not satisfactory when that counsel has not formally appeared for the creditor in the relevant bankruptcy case. *See* Motion for Leave, pp. 4-5. The Debtor disagrees.

20. The authorities cited by Tolomeo in support of their proposition are not persuasive because they either fail to support their arguments or are readily distinguishable from the facts here. For example, in *In re Cyber Litigation*, the "procedural protections afforded to [the creditor] by Bankruptcy Rule 2002(a)(7)" that Tolomeo touts as requiring notice to be served directly on the creditor, in fact addressed a situation where the debtor had admittedly served notice by mail on *the wrong address* and the question before the court was whether email notice was sufficient under this rule. *See In re Cyber Litig. Inc.*, No. 20-12702 (CTG), 2021 WL 4927550, at *1 (Bankr. D. Del. Oct. 21, 2021) *amended and superseded by* 2021 WL 5047512 ("The parties have stipulated that the official bar date notice, as approved by the Court, was sent to the wrong address."). Here, however, Tolomeo has confirmed that the Debtor served the Bar Date Notice at the correct mailing address and email address for Tolomeo Litigation Counsel, even though counsel disputes receipt. *See* Tolomeo Response, ¶ 4 ("The undersigned reviewed the address and email addresses included in Exhibit A, and they are correct.").

21. Similarly, the creditor in *In re Quezada* was an individual who obtained a judgment against the debtor prepetition and was no longer represented by counsel as of the petition date. *See In re Quezada*, No. 24-22431 (SHL), 2025 WL 969263, at *4 (Bankr. S.D.N.Y. Mar. 31, 2025). In *Quezada*, the court found that the debtor knew the creditor was not represented by counsel; for example, debtor's counsel had "reached out directly to [the creditor] by email repeatedly over the

course of months, something that would not be permissible if [d]ebtor's counsel believed that [the creditor] was represented by counsel in the bankruptcy case." *Id.* Here, it is undisputed that the Tolomeo Claims are based on an unresolved civil action in which Tolomeo is actively represented by Tolomeo Litigation Counsel. This civil action is the very basis for the Tolomeo Claims against the Debtor, claims that were prepared, signed and filed in this Chapter 11 Case by Tolomeo Litigation Counsel. *See* Tolomeo Declarations, ¶¶ 10-11; *see generally* Tolomeo Claims.

22. Lastly, in *Fogel*, the court concluded that a creditor was entitled to more than mere publication notice—the court did not consider whether actual notice to a creditor's counsel was adequate. *See Fogel v. Zell*, 221 F.3d 955, 963 (7th Cir. 2000).

**B. Service of the Bar Date Notice was Complete and Effective Upon Mailing and a Unilateral Representation of Non-Receipt of the Bar Date Notice is Insufficient.**

23. Bankruptcy Rule 9006(e) provides that "[s]ervice by mail of process, any other document, or notice is complete upon mailing." FED. R. BANKR. P. 9006(e). "It has been stated that '[t]he critical event in the service procedure … is the mailing, not receipt, of the papers sought to be served. Nonreceipt or nonacceptance of the envelope containing the papers is insignificant and has no effect on the validity of the service.'" 10A COLLIER ON BANKRUPTCY P 9006.11 (16th 2025) (citing 1 MOORE'S FEDERAL PRACTICE, § 5.04[2][a][ii] (Matthew Bender 3d ed.)). Thus, Bankruptcy "Rule 9006(e) creates a rebuttable presumption that the paper mailed was received by the party to whom it was sent." *Id*. Indeed, Tolomeo cannot rebut the presumption of service, which "arises when mail is properly (1) addressed, (2) stamped, and (3) deposited in the mail

system." *In re La Rouche Indus., Inc.*, 307 B.R. 774, 779 (D. Del. 2004)[15] (citing *Hagner v. United States*, 285 U.S. 427, 430 (1932)).

24. Here, it is undisputed that Omni, as the Debtor's claims and noticing agent, served the Bar Date Notice on Tolomeo through Tolomeo Litigation Counsel. Specifically, on April 16, 2025, the Debtor directed Omni to serve the Bar Date Notice by email and first-class mail on all parties listed on the Debtor's creditor matrix. *See* Steverson Declaration, ⁋7. Parties were served by email (where available) and first-class mail in accordance with the service instructions. *See id*. As reflected in the Affidavit of Service filed at Docket No. 36, Tolomeo Limited, Vauban Bank Int'l Corp., Vauban Int'l Bank Corp. and Crossbarfx Ltd—all plaintiffs in the DPR Litigation—were served with the Bar Date Notice via first-class mail and email care of Tolomeo Litigation Counsel. *See id.*, ⁋8. Pursuant to Omni's processes, upon receipt of a service request from the Debtor, service data is retrieved from Omni's database and a service list is prepared in compliance with the service instructions. *See id.*, ⁋6. All service lists are reviewed for accuracy and to ensure that all required service parties are present. *See id.* Thereafter, the service is processed and the envelopes are stamped with the appropriate postage. *See id.* The prepared service is then run through another layer of quality control to ensure that all packages have been processed appropriately and the service count matches the service list. *See id.* The service is then deposited in the United States mail. *See id.* Furthermore, while Omni has received returned first-class mail or email in this Chapter 11 Case, indicating that such mailing address or email address was incorrect or undeliverable, Omni did not receive any returned first-class mail or email with respect to service of the Bar Date Notice on Tolomeo Bank Ltd., Vauban Bank Int'l Corp., Vauban Int'l

[15] In *La Rouche*, the court did not apply the presumption of receipt of notice because the notice was not properly addressed. Here, however, Tolomeo admitted that the Affidavit of Service of the Bar Date Notice lists the correct mailing address and email addresses for Tolomeo Litigation Counsel. *See* Tolomeo Response, ⁋ 4.

Bank Corp or Crossbarfx. *See id.*, ⁋9. Based on the foregoing details of Omni's service process generally and with respect to the Bar Date Notice, the Debtor is entitled to a presumption of receipt of the Bar Date Notice on Tolomeo through Tolomeo Litigation Counsel.

25. In contrast, Tolomeo has not rebutted such presumption of receipt. With respect to "what constitutes sufficient evidence to rebut the presumption of receipt . . ., 'a creditor's mere asserting that it did not receive notice of a debtor's bankruptcy proceedings is not sufficient to rebut the presumption of receipt.'" *In re Trump Taj Mahal Assocs.*, 156 B.R. 928, 939 (Bankr. D.N.J. 1993) (citing *In re Cresta*, 40 B.R. 953, 955 (Bankr. E.D. Pa. 1984)) (internal brackets omitted); *see also In re Bucknum*, 951 F.2d 204, 206-07 (9th Cir. 1991) ("[A]n allegation that no notice was received does not, by itself, rebut the presumption of proper notice.") (citing *In re American Props.*, 30 B.R. 247, 250 (Bankr. D. Kan. 1983)); *In re Grand Union Co.*, 204 B.R. at 870 ("And the presumption [of receipt] is not rebutted by a mere denial of receipt by the creditor.") (collecting cases). "If a party were permitted to defeat the presumption of receipt of notice resulting from the certificate of mailing by a simple affidavit to the contrary, the scheme of deadlines and bar dates under the Bankruptcy Code would come unraveled." *In re Trump Taj Mahal Assocs.*, 156 B.R. at 939 (finding that creditor failed to rebut presumption that notice was received because (i) debtor presented credible evidence of properly mailing claim form to creditor and such mail was not returned as non-deliverable; address used for mailing was same address identified in claim form filed by creditor; and creditor presented no evidence that she did not receive the claim form); *see also In re Bucknum*, 951 F.2d at 207 ("A certificate of mailing stating that notice of the bar dates was sent to all creditors or proof of a custom of mailing, raises the presumption that notices were properly mailed and therefore received. The presumption can only be overcome by clear and convincing evidence that the mailing was not, in fact, accomplished.") (internal citation omitted).

### C. The Circumstances Do Not Warrant a Finding of Excusable Neglect.

26. Determining excusable neglect is "at bottom an equitable one, taking account of all relevant circumstances surrounding the party's omission." *Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship*, 507 U.S. 380, 395 (1993). That analysis, however, must be performed with due consideration of the important function of the bar date. Courts have compared the function of the bar date to a statute of limitations that should be strictly construed to ensure the preservation of the main purposes of bankruptcy: "securing, within a limited time, the prompt and effectual administration and settlement of the debtor's estate." *In re Energy Future Holdings Corp.*, 619 B.R. 99, 108 (Bankr. D. Del. 2020) (citing *In re Smidth & Co.*, 413 B.R. 161, 165 (Bankr. D. Del. 2009)); *see also In re Best Prods. Co., Inc.*, 140 B.R. 353, 360 (Bankr. S.D.N.Y. 1992) ("[S]trict enforcement of the bankruptcy bar date is no more unfair than application of a statute of limitations to foreclose a tort claim.").

27. Thus, in addition to the arguments set forth in the Debtor's Reply (which are incorporated herein by reference), the following *Pioneer* factors weigh against a finding of excusable neglect:

*i. Reason for Delay*

28. Critically, the reason for the delay was within Tolomeo's reasonable control. Ignorance of one's claim or failure to act upon notice does not constitute excusable neglect. *See In re W.R. Grace & Co.*, 563 B.R. 150, 159 (Bankr. D. Del. 2016). On the very next day after the Petition Date, Tolomeo became aware of the Debtor's Chapter 11 Case by virtue of receiving the Suggestion of Bankruptcy. *See* Motion for Leave, p. 7. Tolomeo was clearly aware of the basis for its claims against the Debtor at the time it initiated the DPR Litigation in 2024 and could have filed its claims in the Chapter 11 Case as soon as it received the Suggestion of Bankruptcy on April 8,

2025, or sought to obtain relief from the automatic stay to continue the DPR Litigation, but it chose not to. Moreover, Tolomeo Litigation Counsel not being aware that the Chapter 11 Case is proceeding as a Subchapter V case has no bearing on whether Tolomeo acted with excusable neglect in failing to timely file its claims.

29. Tolomeo asserts that the reason for its delay in filing the Tolomeo Claims was because (i) Tolomeo was not served with the Bar Date Notice as required by Bankruptcy Rule 2002(a)(7); and (ii) the General Bar Date was identified in the 341 meeting of creditors notice and Tolomeo was not served with such notice because Tolomeo was not included in the Debtor's Schedules nor identified in the Debtor's creditor matrix with its business address. *See* Motion for Leave, 7. For all of the reasons already discussed in this Objection, as well as the Claim Objection and Reply, the Debtor believes service of the Bar Date Notice on Tolomeo Litigation Counsel was both adequate and appropriate and binding on Tolomeo. Furthermore, the General Bar Date was listed in the Notice of Chapter 11 Bankruptcy Case with the 341 meeting of creditors information (defined herein as the Bar Date Notice) because the notice is an Official Form, which sets forth the proof of claim deadline in box 8. *See* Official Form 309F2; *see also* Rule 3001-1(c) of the Local Rule of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") (setting the general claims bar date in a subchapter V case at 60 days after the order for relief, unless otherwise ordered by the Court or the Bankruptcy Code). The Bar Date Notice was served on the Debtor's creditor matrix, which included Tolomeo; therefore, there is no prejudice to Tolomeo not being a scheduled creditor.[16] While Tolomeo was served with the Bar Date Notice

[16] It is the creditor's responsibility to evaluate its claims and take appropriate action to preserve its rights once apprised of a bankruptcy case. *See In re Verso Corp.*, No. BR 16-10163 (KG), 2019 WL 3412619, at *6 (D. Del. July 29, 2019), *aff'd*, 806 F. App'x 130 (3d Cir. 2020) (creditor has responsibility to ensure accuracy of schedules and to file proof of claim); *ITT Commercial Fin. Corp. v. Dilkes (In re Analytical Sys., Inc.)*, 933 F.2d 939, 941-42 (11th Cir. 1991), *reh'g. denied*, 943 F.2d 1316 ("[A] creditor whose claim is not scheduled . . . must file a proof of claim with the bankruptcy court within the time fixed by that court."); *In re G-I Holdings, Inc.*, 313 B.R. 612, 635 (Bankr. D. N.J.

through Tolomeo Litigation Counsel, for all of the reasons set forth herein, such service was appropriate, is not an reason to support Tolomeo's delay in filing the Tolomeo Claims, and the General Bar Date should be enforced.

30. Tolomeo further argues that, despite not checking or monitoring the Chapter 11 Case docket for a bar date after receiving the Suggestion of Bankruptcy and allegedly not receiving any of the four copies of the Bar Date Notice that were mailed and emailed to Tolomeo Litigation Counsel, Tolomeo Litigation Counsel reviewed the Chapter 11 Case's record three days after the General Bar Date on June 9, 2025 and, at that time, learned of the General Bar Date for the first time. *See* Motion for Leave, 8; *see generally* Tolomeo Declarations.

31. Within a day of learning of the General Bar Date, Tolomeo Litigation Counsel asserts that it prepared the Tolomeo Claims and "procured" their filing only four days after the General Bar Date. Tolomeo Declarations, ⁋⁋10-11. While Tolomeo argues that "[t]he filing of the Tolomeo Claims was made in a good faith attempt to participate in the distribution of dividends in the captioned case" (Motion for Leave, 8), Tolomeo knowingly filed late claims and took no action to remedy their lateness for 97 days until filing the initial Tolomeo Response to the Debtor's Claim Objection.

32. Accordingly, the *Pioneer* factor of the reason for the delay weighs in favor of finding that no excusable neglect exists and Tolomeo should be bound by the General Bar Date.

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2004) ("[A] creditor whose claim is not scheduled ... must file a proof of claim with the bankruptcy court within the time fixed by that court."); *In re Nat'l Steel Corp.*, 316 B.R. 510, 518 (Bankr. N.D. Ill. 2004) ("It is not the duty of the debtors to make [the creditor] or any of its creditors aware of every potential claim they may have against the debtors. . . To the contrary, it was [the creditor's] responsibility to explore, investigate and file a proof of claim against the debtors, not the other way around. The debtors' actions or inactions are irrelevant."). Moreover, if Tolomeo had been scheduled by the Debtor, the claim would have been identified as contingent, disputed, and unliquidated; therefore, Tolomeo would have still been required to file a timely proof of claim.

*ii. Good Faith*

33. Tolomeo Litigation Counsel attests that the scope of their "firm's representation of Tolomeo did not extend to any bankruptcy related matters." Tolomeo Declarations, ¶ 4. Despite these contentions, the Declarations are silent about how Tolomeo Litigation Counsel reacted to receiving the Suggestion of Bankruptcy, whether they advised Tolomeo in any way about the alleged limited scope of their engagement or advised as to how Tolomeo might address the bankruptcy-related matters—such as promptly asserting their claims. In contrast, Tolomeo Litigation Counsel holds themselves out as having significant experience in bankruptcy matters.[17] In fact, despite asserting that their firm did not represent Tolomeo in any bankruptcy related matters, Tolomeo Litigation Counsel admits to independently checking the record of the Debtor's Chapter 11 Case, determining that the General Bar Date had passed, preparing the Tolomeo Claims (including listing Tolomeo Litigation Counsel's contact information as the notice and payment party and execution of the Tolomeo Claims by Tolomeo Litigation Counsel, Mrs. Lavergne Ramírez), and "procuring the filing" of the Tolomeo Claims within one day of claiming to learn of the General Bar Date. *See generally* Tolomeo Declarations; Tolomeo Claims. Furthermore, Tolomeo Litigation Counsel prepared and filed the Tolomeo Response to the Debtor's Claim Objection, whereby Tolomeo Litigation Counsel makes extensive bankruptcy arguments and holds itself out as counsel to Tolomeo and Vauban in the Debtor's Chapter 11 Case. *See generally*

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[17] *See* Sanchez/LRV LLC, What We Do, https://www.sanchezlrv.com/areas-of-practice (visited Oct. 28, 2025) [https://perma.cc/Y6PN-32YD] ("Our litigation attorneys have significant experience in business disputes ranging from corporate controversies, shareholder disputes and employment matters to complex contract, trust & estates, construction, consumer finance, **bankruptcy** and real estate.") (emphasis added); Gustavo J. Viviani Meléndez, https://www.sanchezlrv.com/gustavo-viviani-melendez (visited Oct. 28, 2025) ("[Mr. Gustavo Viviani] has substantial court experience and frequently represents financial institutions in the . . . Puerto Rico Bankruptcy Court."); Alicia I. Lavergne-Ramírez, https://www.sanchezlrv.com/alicia-lavergne-ramirez (visited Oct. 28, 2025) ("[Mrs. Alicia Irene Lavergne-Ramírez] also has experience on proceedings before administrative agencies, as well as advising clients with respect to . . . Bankruptcy, . . . issues.").

Tolomeo Response. It was only after the Debtor filed its Reply in support of the Claim Objection that the Debtor learned that Tolomeo would be engaging separate counsel, which counsel then prepared and filed the pending Motion for Leave that was submitted with the Tolomeo Declarations on behalf of Tolomeo Litigation Counsel.[18]

34. Based on both Tolomeo's delay in seeking leave of this Court to file late claims for months after such late claims were filed, and Tolomeo Litigation Counsel's apparent misrepresentation of the role it played in representing Tolomeo in bankruptcy-related matters in this Chapter 11 Case (namely, at a minimum, preparing, signing and filing the Tolomeo Claims and Tolomeo Response), the Court should find that Tolomeo lacks good faith in its request for leave to file late claims and cannot satisfy its burden of showing excusable neglect in its late filing. This conduct is precisely the type that is discouraged by strict adherence to an established bar date and another reason why this factor weighs heavily in favor of the Debtor's position.

*iii. Prejudice to the Debtor*

35. In addition to the reasons set forth in the Reply, the Debtor contends that its estate and creditors would suffer prejudice if the Tolomeo Claims were accepted as timely filed because it would unfairly prolong this Chapter 11 Case and likely deplete critical assets available for creditors.

36. Tolomeo is correct that the Debtor's operating reports reveal continuing losses. Motion for Leave, p. 9. This is unsurprising because the Debtor has ceased operations and seeks to confirm a liquidating plan. As a result, keeping this Chapter 11 Case open to litigate claims that should be disallowed as late-filed will undoubtedly deplete estate assets that would otherwise be

[18] The Debtor can only assume from the timing of the events that Tolomeo Litigation Counsel was representing Tolomeo with respect to the Tolomeo Claims and Tolomeo Response in this Chapter 11 Case, until it became clear that Tolomeo Litigation Counsel was a fact witness related to the alleged non-receipt of the Bar Date Notice.

available for distributions to creditors that timely filed claims in accordance with the General Bar Date.

37. Moreover, the DPR Litigation was dismissed by the district court for lack of personal jurisdiction and the findings of fact included in the dismissal order reveal the questionable basis for which the claims have been asserted against the Debtor in the DPR Litigation. Specifically, the Court in the DPR Litigation found it "abundantly clear that plaintiffs [including Tolomeo] cobbled together their allegations almost entirely from another proceeding filed in the Eastern District of Arkansas . . . against . . . Solid Tech." and many of the allegations in the Complaint were "unclear and contradictory[.]" DPR Litigation, Dkt. No. 96,[19] p. 2. This finding further weighs in favor of prejudice to the Debtor because it would be prejudicial to preserve such "unclear and contradictory" late-filed claims against the Debtor where the cost to the estate to address such claims would most certainly become significant—to the detriment of potential recoveries to creditors that timely filed their claims.

*iv. Length of Delay*

38. Tolomeo admits that Tolomeo Litigation Counsel neglected to check the bankruptcy docket in this Chapter 11 Case for sixty-two (62) days after learning of the bankruptcy case through the Suggestion of Bankruptcy.[20] *See* Motion for Leave, 8. As set forth above and in the Reply in detail, the Bar Date Notice was filed and properly served on Tolomeo through Tolomeo Litigation Counsel on April 16, 2025, just eight (8) days after the Suggestion of

[19] The DPR Litigation dismissal opinion and order is attached hereto as **Exhibit E**.

[20] The Motion for Leave erroneously calculates the number of days between April 7, 2025 (the "Petition Date"), and June 9, 2025 (the date when Tolomeo Litigation Counsel allegedly first checked the bankruptcy docket), as being sixty-one (61) days. However, the actual number of days from the Petition Date up to and including June 9, 2025, is sixty-three (63) days. Therefore, sixty-two (62) days elapsed from the date the Suggestion of Bankruptcy was electronically served on Tolomeo to the date Tolomeo first checked the bankruptcy case docket.

Bankruptcy was electronically served in the DPR Litigation. Furthermore, even though the Tolomeo Claims were filed four days after the General Bar Date, Tolomeo delayed in filing this Motion for Leave for over three months and only did so after the Debtor objected to the late Tolomeo Claims. *See supra*, ⁋⁋30-31. Because Tolomeo was aware that it was filing the Tolomeo Claims after the General Bar Date but failed to request relief from the deadline until after the Debtor filed its Claim Objection, the length of the delay should also weigh against a finding of excusable neglect.

39. Although Tolomeo would like to attribute its late filings to the Debtor, the reasons for the delay were wholly within Tolomeo's reasonable control. Therefore, for all of the foregoing reasons, this Court should find no excusable neglect exists to permit the Tolomeo Claims to be deemed timely filed.

**D. Any Order Granting the Motion for Leave Over the Debtor's Objection Should be Limited to the Timeliness of the Tolomeo Claims.**

40. In Tolomeo's request for relief and proposed order granting the Motion for Leave, Tolomeo requests that the Tolomeo Claims be allowed and entitled to "receive distributions under the Liquidation Plan . . . ." Motion for Leave, 9; Proposed Order to Motion for Leave, 11 ("the Tolomeo Claims are ALLOWED[.]"). Should this Court grant the Motion for Leave over the Debtor's Objection, any such order approving the Motion for Leave must be limited to accepting the Tolomeo Claims as timely filed only; the order should not allow the amount of the Tolomeo Claims or otherwise address the validity of the Tolomeo Claims and should expressly authorize the Debtor, its estate, and any other party in interest (including the Liquidation Trustee should the Debtor's proposed chapter 11 plan be confirmed) to bring further objections to the Tolomeo Claims (other than any objection that such claims were late-filed).

41. Nowhere in the Motion for Leave does Tolomeo address the substance or basis of the Tolomeo Claims and, pursuant to section 502 of the Bankruptcy Code, the Debtor (and Liquidation Trustee, as applicable, should the Debtor's proposed chapter 11 plan be confirmed), have the right to bring additional objections to the Tolomeo Claims. *See also* Local Rule 3007-1 (an objection to a late filed claim is a nonsubstantive objection and, therefore, is not subject to the requirement that an omnibus objection include all *substantive* objections to a claim at the same time) (emphasis added).

42. Lastly, should the Court grant the Motion for Leave over the Debtor's Objection, any such order should also strike the finding that "the relief requested in the Motion is in the best interest of Tolomeo[.]" Proposed Order to Motion for Leave, 11. The Debtor believes that such a finding is inappropriate because the best interest of a movant/claimant is not the standard for approval of a motion for leave to file a late-filed claim.

*[Remainder of page intentionally left blank]*

## CONCLUSION

43. Based on the above, and under the specific circumstances present in this case, the Debtor respectfully submits that the Court should deny the Motion for Leave and grant the Debtor's pending Claim Objection, disallowing the Tolomeo Claims as late-filed.

Dated: October 29, 2025

**WOMBLE BOND DICKINSON (US) LLP**

*/s/ Marcy J. McLaughlin Smith*
Matthew P. Ward (DE Bar No. 4471)
Todd A. Atkinson (DE Bar No. 4825)
Marcy J. McLaughlin Smith (DE Bar No. 6184)
Michael Barber (DE Bar No. 7158)
1313 North Market Street, Suite 1200
Wilmington, Delaware 19801
Telephone: (302) 252-4320
Facsimile: (302) 252-4330
Email: matthew.ward@wbd-us.com
todd.atkinson@wbd-us.com
marcy.smith@wbd-us.com
michael.barber@wbd-us.com

*Counsel to the Debtor*

**EXHIBIT A**

**DPR Litigation Summons**

AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

DISTRICT OF PUERTO RICO

| | | |
|---|---|---|
| TOLOMEO BANK INTERNATIONAL CORP., et al<br>*Plaintiff(s)*<br>v.<br>BSI GROUP LLC; et al<br>*Defendant(s)* | ) | Civil Action No. 24-cv-1199 ADC |

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* SOLID FINANCIAL TECHNOLOGIES, INC.
Arjun Thyagarajan - Agent
380 Portage Ave
Palo Alto, CA 94306

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Alicia I. Lavergne Ramírez, Esq.
Gustavo J. Viviani Meléndez, Esq.
SANCHEZ/LRV LLC
270 Ave. Muñoz Rivera, Suite 1110
San Juan, PR 00918

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*Ada I. García Rivera, Esq., CPA*
*CLERK OF COURT*

Digitally signed by Ana Duran
Date: 2024.05.02 11:34:57
-04'00'

Date: 05/02/2024

*Signature of Clerk or Deputy Clerk*

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

## PROOF OF SERVICE

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* ____________________
was received by me on *(date)* ____________ .

☐ I personally served the summons on the individual at *(place)* ____________________
____________________ on *(date)* ____________ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* ____________
____________________ , a person of suitable age and discretion who resides there,
on *(date)* ____________ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* ____________________ , who is
designated by law to accept service of process on behalf of *(name of organization)* ____________
____________________ on *(date)* ____________ ; or

☐ I returned the summons unexecuted because ____________________ ; or

☐ Other *(specify)*:

My fees are $ ________ for travel and $ ________ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: ____________

____________________
*Server's signature*

____________________
*Printed name and title*

____________________
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

DISTRICT OF PUERTO RICO

TOLOMEO BANK INTERNATIONAL CORP., et al

*Plaintiff(s)*

v.

BSI GROUP LLC; et al

*Defendant(s)*

Civil Action No. 24-cv-1199 ADC

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* ARJUN THYAGARAJAN
Solid Financial Technologies, Inc.
380 Portage Ave
Palo Alto, CA 94306

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Alicia I. Lavergne Ramírez, Esq.
Gustavo J. Viviani Meléndez, Esq.
SANCHEZ/LRV LLC
270 Ave. Muñoz Rivera, Suite 1110
San Juan, PR 00918

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*Ada I. García Rivera, Esq., CPA*
*CLERK OF COURT*

Digitally signed by Ana Duran
Date: 2024.05.02 11:35:21 -04'00'

*Signature of Clerk or Deputy Clerk*

Date: 05/02/2024

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

## PROOF OF SERVICE

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* ______________________
was received by me on *(date)* ______________ .

☐ I personally served the summons on the individual at *(place)* ______________________
______________________ on *(date)* ______________ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* ______________
______________________ , a person of suitable age and discretion who resides there,
on *(date)* ______________ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* ______________________ , who is
designated by law to accept service of process on behalf of *(name of organization)* ______________
______________________ on *(date)* ______________ ; or

☐ I returned the summons unexecuted because ______________________ ; or

☐ Other *(specify)*:

My fees are $ ________ for travel and $ ________ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: ______________

______________________
*Server's signature*

______________________
*Printed name and title*

______________________
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

DISTRICT OF PUERTO RICO

| | | |
|---|---|---|
| TOLOMEO BANK INTERNATIONAL CORP., et al<br>*Plaintiff(s)*<br>v.<br>BSI GROUP LLC; et al<br>*Defendant(s)* | ) | Civil Action No. 24-cv-1199 ADC |

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Raghav Lal
President
Solid Financial Technologies, Inc.
380 Portage Ave
Palo Alto, CA 94306

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Alicia I. Lavergne Ramírez, Esq.
Gustavo J. Viviani Meléndez, Esq.
SANCHEZ/LRV LLC
270 Ave. Muñoz Rivera, Suite 1110
San Juan, PR 00918

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*Ada I. García Rivera, Esq., CPA*
*CLERK OF COURT*

Digitally signed by Ana Duran
Date: 2024.05.02 11:35:44 -04'00'

Date: 05/02/2024

*Signature of Clerk or Deputy Clerk*

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

## PROOF OF SERVICE

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This summons for *(name of individual and title, if any)* ______________________________
was received by me on *(date)* ________________ .

☐ I personally served the summons on the individual at *(place)* ______________________________
______________________________ on *(date)* ________________ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* ________________
______________________________ , a person of suitable age and discretion who resides there,
on *(date)* ________________ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* ______________________________ , who is
designated by law to accept service of process on behalf of *(name of organization)* ________________
______________________________ on *(date)* ________________ ; or

☐ I returned the summons unexecuted because ______________________________ ; or

☐ Other *(specify)*:

My fees are $ ________ for travel and $ ________ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: ________________

______________________________
*Server's signature*

______________________________
*Printed name and title*

______________________________
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

DISTRICT OF PUERTO RICO

| | | |
|---|---|---|
| TOLOMEO BANK INTERNATIONAL CORP., et al<br>*Plaintiff(s)*<br>v.<br>BSI GROUP LLC; et al<br>*Defendant(s)* | ) | Civil Action No. 24-cv-1199 ADC |

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* BSI GROUP LLC
Glenn C Ault, Registered Agent
115 N. Main
CHarleston, MO 63834

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

ALicia I. Lavergne Ramírez, Esq.
Gustavo J. Viviani Meléndez, Esq.
SANCHEZ/LRV LLC
270 Ave. Muñoz Rivera, Suite 1110
San Juan, PR 00918

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*Ada I. García Rivera, Esq., CPA*
*CLERK OF COURT*

Digitally signed by Ana Duran
Date: 2024.05.02 10:53:35 -04'00'

Date: 05/02/2024

*Signature of Clerk or Deputy Clerk*

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

## PROOF OF SERVICE

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* ______________________

was received by me on *(date)* ______________ .

❒ I personally served the summons on the individual at *(place)* ______________________

______________________ on *(date)* ______________ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* ______________

______________________ , a person of suitable age and discretion who resides there,

on *(date)* ______________ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* ______________________ , who is

designated by law to accept service of process on behalf of *(name of organization)* ______________

______________________ on *(date)* ______________ ; or

❒ I returned the summons unexecuted because ______________________ ; or

❒ Other *(specify)*:

My fees are $ __________ for travel and $ __________ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: ______________

______________________
*Server's signature*

______________________
*Printed name and title*

______________________
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

DISTRICT OF PUERTO RICO

| | | |
|---|---|---|
| TOLOMEO BANK INTERNATIONAL CORP., et al<br>*Plaintiff(s)*<br>v.<br>BSI GROUP LLC; et al<br>*Defendant(s)* | ) | Civil Action No. 24-cv-1199 ADC |

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)* EZBANC CORP.
Legalinc Registered Agents, Inc.
1925 Grand Ave., SUite 127
Billings, MT 59102-2776

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Alicia I. Lavergne Ramírez, Esq.
Gustavo J. Viviani Meléndez, Esq.
SANCHEZ/LRV LLC
270 Ave. Muñoz Rivera, Suite 1110
San Juan, PR 00918

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*Ada I. García Rivera, Esq., CPA*
*CLERK OF COURT*

Digitally signed by Ana Duran
Date: 2024.05.02 10:53:58 -04'00'

Date: 05/02/2024

*Signature of Clerk or Deputy Clerk*

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

## PROOF OF SERVICE

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* ______________________________

was received by me on *(date)* ______________ .

❒ I personally served the summons on the individual at *(place)* ______________________________

______________________________ on *(date)* ______________ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* ______________

______________________________ , a person of suitable age and discretion who resides there,

on *(date)* ______________ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* ______________________________ , who is

designated by law to accept service of process on behalf of *(name of organization)* ______________

______________________________ on *(date)* ______________ ; or

❒ I returned the summons unexecuted because ______________________________ ; or

❒ Other *(specify)*:

My fees are $ ______________ for travel and $ ______________ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: ______________

______________________________
*Server's signature*

______________________________
*Printed name and title*

______________________________
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

DISTRICT OF PUERTO RICO

| | | |
|---|---|---|
| TOLOMEO BANK INTERNATIONAL CORP., et al<br><br>*Plaintiff(s)*<br>v.<br>BSI GROUP LLC; et al<br><br>*Defendant(s)* | ) | Civil Action No. 24-cv-1199 ADC |

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)* GREGORY DONAHUE
EZBanc Corp.
5 West Mendenhall St, Suite 202
Bozeman, MT 59715

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Alicia I. Lavergne Ramírez, Esq.
Gustavo J. Viviani Meléndez, Esq.
SANCHEZ/LRV LLC
270 Ave. Muñoz Rivera, Suite 1110
San Juan, PR 00918

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*Ada I. García Rivera, Esq., CPA*
*CLERK OF COURT*

Digitally signed by Ana Duran
Date: 2024.05.02 10:54:19
-04'00'

Date: 05/02/2024

*Signature of Clerk or Deputy Clerk*

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

## PROOF OF SERVICE

***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))***

This summons for *(name of individual and title, if any)* ____________________
was received by me on *(date)* ____________ .

☐ I personally served the summons on the individual at *(place)* ____________________
____________________ on *(date)* ____________ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* ____________
____________________ , a person of suitable age and discretion who resides there,
on *(date)* ____________ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* ____________________ , who is
designated by law to accept service of process on behalf of *(name of organization)* ____________
____________________ on *(date)* ____________ ; or

☐ I returned the summons unexecuted because ____________________ ; or

☐ Other *(specify)*:

My fees are $ ________ for travel and $ ________ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: ____________

____________________
*Server's signature*

____________________
*Printed name and title*

____________________
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

DISTRICT OF PUERTO RICO

| | |
|---|---|
| TOLOMEO BANK INTERNATIONAL CORP., et al<br>*Plaintiff(s)*<br>v.<br>BSI GROUP LLC; et al<br>*Defendant(s)* | Civil Action No. 24-cv-1199 ADC |

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)* EVOLVE BANK & TRUST
301 Shoppingway Blvd
West Memphis, AR 72301

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Alicia I. Lavergne Ramírez, Esq.
Gustavo J. Viviani Meléndez, Esq.
SANCHEZ/LRV LLC
270 Ave. Muñoz Rivera, Suite 1110
San Juan, PR 00918

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*Ada I. García Rivera, Esq., CPA*
*CLERK OF COURT*

Digitally signed by Ana Duran
Date: 2024.05.02 10:56:03 -04'00'

Date: 05/02/2024

*Signature of Clerk or Deputy Clerk*

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

**PROOF OF SERVICE**

***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))***

This summons for *(name of individual and title, if any)* ____________________

was received by me on *(date)* ____________ .

☐ I personally served the summons on the individual at *(place)* ____________________

____________________ on *(date)* ____________ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* ____________

____________________ , a person of suitable age and discretion who resides there,

on *(date)* ____________ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* ____________________ , who is

designated by law to accept service of process on behalf of *(name of organization)* ____________

____________________ on *(date)* ____________ ; or

☐ I returned the summons unexecuted because ____________________ ; or

☐ Other *(specify)*:

My fees are $ ________ for travel and $ ________ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: ____________

____________________
*Server's signature*

____________________
*Printed name and title*

____________________
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

DISTRICT OF PUERTO RICO

| | | |
|---|---|---|
| TOLOMEO BANK INTERNATIONAL CORP., et al<br>*Plaintiff(s)*<br>v.<br>BSI GROUP LLC; et al<br>*Defendant(s)* | ) | Civil Action No. 24-cv-1199 ADC |

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* EVOLVE BANK & TRUST
6000 Poplar Ave, Suite 200 and 300
Memphis, TN 38119

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Alicia I. Lavergne Ramírez, Esq.
Gustavo J. Viviani Meléndez, Esq.
SANCHEZ/LRV LLC
270 Ave. Muñoz Rivera, Suite 1110
San Juan, PR 00918

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*Ada I. García Rivera, Esq., CPA*
*CLERK OF COURT*

Digitally signed by Ana Duran
Date: 2024.05.02 10:58:36
-04'00'

Date: 05/02/2024

*Signature of Clerk or Deputy Clerk*

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

## PROOF OF SERVICE

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* ______________________________
was received by me on *(date)* ______________ .

☐ I personally served the summons on the individual at *(place)* ______________________________
______________________________ on *(date)* ______________ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* ______________
______________________________ , a person of suitable age and discretion who resides there,
on *(date)* ______________ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* ______________________________ , who is
designated by law to accept service of process on behalf of *(name of organization)* ______________
______________________________ on *(date)* ______________ ; or

☐ I returned the summons unexecuted because ______________________________ ; or

☐ Other *(specify)*:

My fees are $ __________ for travel and $ __________ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: ______________

______________________________
*Server's signature*

______________________________
*Printed name and title*

______________________________
*Server's address*

Additional information regarding attempted service, etc:

# EXHIBIT B

## Suggestion of Bankruptcy

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF PUERTO RICO

TOLOMEO BANK INTERNATIONAL CORP.; VAUBAN INTERNATIONAL BANK CORPORATION; TOLOMEO BANK LIMITED, CROSSBARFX LTD,

Plaintiff,

vs.

BSI GROUP LLC;
EZBANC CORP., its President Gregory Donahue f/k/a Gregory Mancuso and its Directors and/or Officers A, B and C;
EVOLVE BANK & TRUST and its Directors and/or Officers D, E and F; SOLID FINANCIAL TECHNOLOGIES, INC, its Chief Executive Officer Arjun Thyagarajan, its President Raghav Lal, and its Directors and/or Officers G, H and I,

Defendants.

Case No. 3:24-cv-01199-ADC

**NOTICE OF SUGGESTION OF PENDENCY OF**
**<u>BANKRUPTCY AND AUTOMATIC STAY OF PROCEEDINGS</u>**

**PLEASE TAKE NOTICE THAT** on April 7, 2025 (the "<u>Petition Date</u>"), Solid Financial Technologies, Inc. (the "<u>Debtor</u>") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 <u>et</u> <u>seq.</u> (the "<u>Bankruptcy Code</u>") in the United States Bankruptcy Court for the District of Delaware (the "<u>Bankruptcy Court</u>"), Case No. 25-10669.

**PLEASE TAKE FURTHER NOTICE** that, in accordance with the automatic stay imposed by section 362 of the Bankruptcy Code, from and after the Petition Date no cause of

Case 24-25-10569-BDS Doc 202-2 Filed 10/29/25 Page 3 of 5

action arising prior to the Petition Date or relating to the period prior to the Petition Date may be commenced or prosecuted against the Debtor, and no related judgment may be entered or enforced against the Debtor, outside of the Bankruptcy Court without the Bankruptcy Court first issuing an order lifting or modifying the automatic stay.

DATED: April 8, 2025

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By /S/ *Daniel Salinas-Serrano*

Daniel Salinas-Serrano
U.S.D.C.-P.R. No. 224006
danielsalinas@quinnemanuel.com

1300 I Street NW, Suite 900
Washington, D.C. 20005
Telephone: (202) 538-8132
Fascimile: (202) 538-8100

*Attorneys for Solid Financial Technologies Inc.*

**CERTIFICATE OF COMPLIANCE**

The foregoing complies with the form and length requirements of Local Rule 7(e) of the Local Rules of the United States District Court for the District of Puerto Rico because it has been prepared in a proportionally spaced 12 point Times New Roman font and does not exceed 25 pages.

DATED: April 8, 2025

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By /S/ *Daniel Salinas-Serrano*
Daniel Salinas-Serrano
U.S.D.C.-P.R. No. 224006
danielsalinas@quinnemanuel.com

1300 I Street NW, Suite 900
Washington, D.C. 20005
Telephone: (202) 538-8132
Fascimile: (202) 538-8100

*Attorneys for Solid Financial Technologies Inc., Arjun Thyagarajan, and Raghav Lal*

**CERTIFICATE OF SERVICE**

I hereby certify that on April 8, 2025, I electronically filed the foregoing with the Clerk of this Court using the CM/ECF System, which will send notice of such filing to all counsel of record.

DATED: April 8, 2025

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By /S/ Daniel Salinas-Serrano

Case 24-25-10669-BLS Doc 202-2 Filed 10/29/25 Page 5 of 5

Daniel Salinas-Serrano
U.S.D.C.-P.R. No. 224006
danielsalinas@quinnemanuel.com

1300 I Street NW, Suite 900
Washington, D.C. 20005
Telephone: (202) 538-8132
Fascimile: (202) 538-8100

*Attorneys for Solid Financial Technologies Inc., Arjun Thyagarajan, and Raghav Lal*

# EXHIBIT C

## Claim No. 19 (Tolomeo International)

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

Solid Financial Technologies, Inc. - Case No. 25-10669

**FILED**

Claim No. 19

**June 10, 2025**

By Omni Claims Agent
For U.S. Bankruptcy Court
District of Delaware

Official Form 410

# Proof of Claim

**04/25**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

Carefully read instructions included with this Proof of Claim before completing. In order to have your claim considered for payment and/or voting purposes, complete ALL applicable questions.

## Part 1: Identify the Claim

**1. Who is the current creditor?**

Tolomeo Bank International, Corp
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

**2. Has this claim been acquired from someone else?**

☒ No
☐ Yes From whom?

**3. Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| | Where should notices to the creditor be sent? | Where should payments to the creditor be sent? (if different) |
|---|---|---|
| Name | Alicia I. Lavergne Ramirez | Alicia I. Lavergne Ramirez |
| Number Street | 270 Muñoz Rivera Ave. Suite 1110 | 270 Muñoz Rivera Ave. Suite 1110 |
| City State ZIP Code | San Juan, PR 00918 | San Juan, PR 00918 |
| Contact Phone | 7875226776 | 7875226776 |
| Contact email | alavergne@sanchezlrv.com | alavergne@sanchezlrv.com |

Uniform claim identifier for electronic payments in chapter 13 (if you use one)

**4. Does this claim amend one already filed?**

☒ No
☐ Yes Claim Number on court claims registry (if known) Filed On MM / DD / YYYY

**5. Do you know if anyone else has filed a proof of claim for this claim?**

☒ No
☐ Yes Who made the earlier filing?

MA

## Part 2: Give Information About the Claim as of the Date the Case Was Filed

**6. Do you have any number you use to identify the debtor?**

- [x] No
- [ ] Yes Last 4 digits of the debtor's account or any number you use to identify the debtor:

**7. How much is the claim?**

$ 725,073.15

**Does this amount include interest or other charges?**

- [x] No
- [ ] Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

**8. What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information

deposits made by online banking through Solid Financial Technologies, Inc.

**9. Is all or part of the claim secured?**

- [x] No
- [ ] Yes The claim is secured by a lien on property

**Nature of property:**

- [ ] Real Estate If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*
- [ ] Motor Vehicle
- [ ] Other Describe: __________

**Basis for perfection:** __________

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.

**Value of Property:** $ __________

**Amount of the claim that is secured:** $ __________

**Amount of the claim that is unsecured:** $ __________ (The sum of the secured and unsecured amounts should match the amount in line 7).

**Amount necessary to cure any default as of the date of the petition:** $ __________

**Annual Interest Rate:** (when case was filed) __________%

- [ ] Fixed
- [ ] Variable

**10. Is this claim based on a lease?**

- [x] No
- [ ] Yes **Amount necessary to cure any default as of the date of the petition.** $ __________

**11. Is this claim subject to a right of setoff?**

- [x] No
- [ ] Yes Identify the property: __________

**12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. §503(b)(9))?**

- [x] No
- [ ] Yes Amount of 503(b)(9) Claim: $ __________

**13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No
☐ Yes *Check all that apply*

| | **Amount entitled to priority** |
|---|---|
| ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $ |
| ☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $ |
| ☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $ |
| ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $ |
| ☐ Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5). | $ |
| ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(___) that applies. | $ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it.**

**FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.
☒ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 6/10/2025
MM / DD / YYYY

/s/ Alicia I. Lavergne Ramírez
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Alicia I. Lavergne Ramirez
Full Name

Title:

Company: SANCHEZ/LRV LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 270 Muñoz Rivera Ave. Suite 1110
Number Street
San Juan, PR 00918
City State ZIP Code

Contact Phone: 7875226776 Email: alavergne@sanchezlrv.com

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

| | |
|---|---|
| TOLOMEO BANK INTERNATIONAL CORP.; VAUBAN INTERNATIONAL BANK CORPORATION; TOLOMEO BANK LIMITED, CROSSBARFX LTD<br><br>Plaintiffs,<br><br>v.<br><br>BSI GROUP LLC;<br>EZBANC CORP., its President Gregory Donahue f/k/a Gregory Mancuso and its Directors and/or Officers A, B and C; EVOLVE BANK & TRUST and its Directors and/or Officers D, E and F; SOLID FINANCIAL TECHNOLOGIES, INC, its Chief Executive Officer Arjun Thyagarajan, its President Raghav Lal, and its Directors and/or Officers G, H and I,<br><br>Defendants. | CASE NO. ______________________<br><br>CONVERSION; UNJUST ENRICHMENT; NEGLIGENCE; CONSTRUCTIVE FRAUD; BREACH OF FIDUCIARY DUTY |

**COMPLAINT**

TO THIS HONORABLE COURT:

COME NOW plaintiffs Tolomeo Bank International, Corp ("Tolomeo International"); Vauban International Bank ("Vauban"); Tolomeo Bank Limited ("Tolomeo Limited"); and Crossbarfx Ltd. ("Crossbarfx" and together with Tolomeo International, Vauban and Tolomeo Limited, the "Plaintiffs"), through the undersigned counsel, and file this complaint against BSI Group LLC ("BSI"); EZBanc Corp. ("EZBanc"), its President Gregory Donahue f/k/a Gregory Mancuso and its Directors and/or Officers A, B and C; Evolve Bank & Trust ("Evolve Bank") and its Directors and/or Officers D, E and F; and Solid Financial Technologies, Inc. ("Solid") its Chief Executive Officer Arjun Thyagarajan, its

President Raghav Lal, and/or its Directors and Officers, G. H and I (all defendants referred to as "the Defendants"), for (i) Conversion; (ii) Unjust Enrichment; (iii) Negligence; (iv) Constructive Fraud; and (v) Breach of Fiduciary Duties. In support of their complaint, Plaintiffs aver as follows:

## I. NATURE OF THE ACTION

1. This litigation stems from the unauthorized withdrawal of funds deposited at Evolve Bank in an account belonging to BSI for the benefit of its clients, among them Plaintiffs.

## II. PARTIES

2. Tolomeo International is a Puerto Rico corporation and international financial entity created pursuant to Law 273-2012 of the Commonwealth of Puerto Rico, under the supervision of the Puerto Rico banking regulator, the Puerto Rico Office of Commissioner of Financial Institutions ("OCFI" by its acronym).

3. Vauban is a Puerto Rico corporation and international financial entity created pursuant to Law 273-2012 of the Commonwealth of Puerto Rico, under the supervision of OCFI.

4. Tolomeo Limited is a Class 1 international banking business created pursuant to Section 233 and 235 of the International Business Corporations Act, Cap. 222, of the Revised Laws of Antigua and Barbuda, under supervision of the Antigua and Barbuda banking regulator, the Financial Services Regulatory Commission (the "FSRC").

5. Crossbarfx Ltd. ("Crossbarfx") is a company incorporated in England and Wales with company number 05515868, authorized by the Financial Conduct Authority for the provision of payment services and by His Majesty's Revenue and Customs for the

purpose of compliance with the Money Laundering Terrorist Financing and Transfer of Funds. Crossbarfx is joined in this Complaint as an involuntary plaintiff because it is outside of this Court's jurisdiction; should join this action as a plaintiff but has refused to join. As shown below, Crossbarfx's interests are aligned with the other Plaintiffs.

6. BSI is a Missouri limited liability company with a principal place of business in Charleston, Missouri, and its members are, upon information and belief, citizens of the States of Missouri and Florida.

7. EZBanc is an unlicensed money transmitter, registered with FinCEN as a money service business ("MSB") and incorporated in the State of Montana, with a principal place of business in Bozeman, Montana, that can be served through its registered agent, Legalinc Registered Agents, Inc., 1925 Grand Avenue, Suite 127, Billings, MT 59102-2276.

8. Gregory Donahue f/k/a Gregory Mancuso is or was president of EZBanc when the events that give rise to this complaint took place.

9. Directors and /or Officers of EZBanc A, B and C, denominated with fictitious names because their real name is unknown for the moment, who were directors and/or officers of Solid when the events that give rise to this complaint took place, and caused damages to Plaintiffs with their actions or omissions.

10. Evolve Bank is a state-charted bank, incorporated under the laws of the State of Arkansas and a member bank of the Federal Reserve System. Evolve Bank has banking centers located in at least Arkansas and Tennessee.

11. Directors and/or Officers of Evolve Bank D, E and F, denominated with fictitious names because their real name is unknown for the moment, who were directors

and/or officers of Evolve Bank when the events that give rise to this complaint took place, and caused damages to Plaintiffs with their actions or omissions.

12. Solid is incorporated in the State of California, with a principal place of business at 400 Concar Drive, Office 03-150, San Mateo, California 94402, that provides financial payment services technology infrastructure ("FinTech") to customers with funds on deposit at Evolve Bank.

13. Arjun Thyagarajan, who is and/or was Solid's Chief Executive Officer when the events that give rise to this complaint took place and caused damages to Plaintiffs.

14. Raghav Lal, who is and/or was Solid's President when the events that give rise to this complaint took place and caused damages to Plaintiffs.

15. Directors and /or Officers of Solid G, H and I, denominated with fictitious names because their real name is unknown for the moment, who were directors and/or officers of Solid when the events that give rise to this complaint took place, and caused damages to Plaintiffs with their actions or omissions.

**III. JURISDICTION AND VENUE**

16. This court has subject matter jurisdiction, pursuant to 28 U.S.C. § 1332, because it the parties are citizens of different states and of a foreign state and the amount in controversy exceeds $75,000.00, exclusive of interest and costs.

17. Plaintiffs have different citizenships: Tolomeo International and Vauban are incorporated in Puerto Rico; Tolomeo Limited is incorporated in Antigua and Barbuda and Crossbarfx is a company incorporated in England and Wales. Defendants also have different citizenships: BSI is incorporated in Missouri; Evolve Bank is incorporated in Arkansas; Solid is incorporated in California; and EZBanc is incorporated in Montana.

18. Venue is proper in this district under 28 U.S.C. § 1391, which provides that an action can be filed in a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated. If none of these apply, then the action can be filed in any judicial district in which any defendant is subject to the court's personal jurisdiction.

19. In this case, this court has specific jurisdiction because the controversy is related to or arises out of a defendant's contacts with the forum-state activities and defendants' actions caused injury in Puerto Rico, where two of the Plaintiffs are domiciled.

## IV. FACTS APPLICABLE TO ALL COUNTS

20. Plaintiffs provide multi-currency accounts services for their international customers.

21. To provide multi-currency accounts services, Tolomeo International executed a foreign exchange services and payment services contract with Crossbarfx on February 14, 2019 (the "Tolomeo International-Crossbarfx Contract").

22. Tolomeo Limited executed a foreign exchange services and payment services contract with Crossbarfx on January 16, 2019 (the "Tolomeo Limited-Crossbarfx Contract").

23. In April 2021, Vauban, also executed a foreign exchange services and payment services contract with Crossbarfx, to provide multi-currency accounts services to its international customers (the "Vauban-Crossbarfx Contract" and together with the Tolomeo-Crossbarfx Contract, and the Tolomeo International-Crossbarfx Contract, the "Crossbarfx Contracts").

24. As part of the Crossbarfx Contracts, Crossbarfx established separate U.S. dollar-denominated accounts, of a trust or custodial type (as of yet undetermined) (each such account, an “USD Account,” and collectively, the “USD Accounts”).

25. Pursuant to a Crossbarfx communication to Plaintiffs, BSI was engaged to provide Crossbarfx with the establishment of the USD Accounts in any given U.S bank.

26. From February 2019 to mid-December 2022, all banking services provided to each of the Plaintiffs by Crossbarfx, regarding the USD Accounts with BSI, were provided without incident.

27. While each of the Crossbarfx Contracts was between Crossbarfx and each of the other Plaintiffs, the funds flowed directly from each of the Plaintiffs to the BSI accounts held in different banks, through wire-transfers through the Fedwire Funds Service of the U.S. Federal Reserve.

28. Between April 2021 and March 2022 these wire-transfers were sent to a BSI USD trust / custodial account held at CapitalOne.

29. Between March to November 2022 wire-transfers were sent to a BSI USD trust / custodial account held at Royal Business Bank.

30. Between November 2022 to December 2022, the wire-transfers were sent to the BSI trust / custodial account held at Old National Bank.

31. Between November 3 and December 15, 2022, wire-transfers were sent to a BSI USD trust / custodial account at Evolve Bank.

32. On April 20, 2022, Vauban was informed by Crossbarfx that BSI provided Crossbarfx with a dedicated USD Account so there was no co-mingling of non-Crossbarfx funds.

33. On December 16, 2022, Plaintiffs received a communication from Crossbarfx changing the wire-transfer instructions for the BSI USD Account, to a new USD trust / custodial account with Evolve Bank.

34. These new instructions required Plaintiffs not to transmit their USD payments to BSI's accounts at Old National Bank, but instead transmit them to BSI's USD Account at Evolve Bank.

35. On January 17, 2023, Crossbarfx informed Plaintiffs that payments made via Evolve Bank had been returned and that services from Evolve Bank were intermittent, but it was the only solution that BSI could provide.

36. Plaintiffs learned on May 30, 2023, that on May 26, 2023, BSI (together with International Business Solutions, LLC ("IBS")) had filed a lawsuit against Evolve Bank in the US District Court of the Eastern District of Arkansas, Northern Division (the "BSI Complaint").

37. Plaintiffs also became aware that the BSI Complaint included other defendants (EZBanc and Solid) that, working jointly with Evolve Bank, illegally transferred all BSI funds, which included Plaintiffs' funds, which were held in Evolve Bank.

38. From the BSI Complaint, Tolomeo International, Tolomeo Limited and Vauban have learned that BSI is a company that provides software and applications to its clients to facilitate payments and other financial services.

39. Plaintiffs also learned from the BSI Complaint that IBS is a Missouri licensed money transmitter.

40. Plaintiffs also learned from the BSI Complaint that EZBanc is an unlicensed money transmitter, registered with Financial Crimes Enforcement Network of the U.S.

Department of Treasury ("FinCEN") as a money service business ("MSB") incorporated in the State of Montana and subject to regulation by such state as well as FinCEN.

41. Plaintiffs also learned from the BSI Complaint that EZBanc was managed by Mr. Gregory Donahue, who had changed his name from Mr. Gregory Mancuso after he was barred by the Financial Industry Regulatory Authority ("FINRA") from associating with any FINRA member firm in 2021, for lying to FINRA investigators about his involvement with two customers who claimed he had mismanaged or misappropriated their assets.

42. Plaintiffs also learned from the BSI Complaint that Solid is a California Corporation that provides financial payment services technology infrastructure ("FinTech"), to customers holding funds at Evolve Bank.

43. As to Evolve Bank, it is alleged in the BSI Complaint that, through its ordinary course of business, Evolve Bank had developed and maintained partnerships with FinTech companies to solicit new clients, gather deposits, and generate fee income for Evolve Bank.

44. As alleged by BSI, these partnerships, often referred to as Banking-as-a-Service ("BaaS") programs, leverage Evolve Bank's banking authority and regulatory compliance infrastructure to offer financial products and services to FinTech' s clients.

45. BSI also alleged that Evolve Bank has a BaaS program with Solid, whereby Solid is delegated the authority to manage client accounts and maintain a ledger to track the balances and transactions occurring in those accounts held at Evolve Bank.

46. As alleged in the BSI Complaint, EZBanc obtained the accounts for BSI, where Plaintiffs’ funds were deposited, solely because of Solid’s technology with Evolve Bank.

47. Thus, Plaintiffs' funds were deposited in the USD trust / custodial accounts at Evolve Bank that were established by Solid and EZBanc, each a FinTech partner of Evolve Bank, and neither BSI, nor Solid nor EZBanc had any ownership interest in the deposits made by Plaintiffs in the USD Account.

48. BSI also alleged in the BSI Complaint that, in December 2022, when Evolve Bank closed the USD trust / custodial account in which Plaintiffs’ funds were deposited, BSI, began contacting Evolve Bank officials concerning that payment requests made in USD Account were not being processed.

49. BSI alleged it was frustrated because Evolve Bank did not provide an adequate explanation as to why the payments were not completed.

50. The BSI Complaint also details how Evolve Bank’s officials were warned of the situation with other institutions’ funds.

51. These Evolve Bank officials include, Mr. Scott Lenoir (Chairman of the Board), Mr. Hank Word (President of the Open Banking Division), Shawn Anderson (Senior Account Manager).

52. These same officials were notified on December 23, 2022, by Kevin C. Fleming of Blitz, Bardgett & Deutsch, LLC as legal representatives for BSI,[1] not to release any funds held in the account where Plaintiffs’ funds were deposited.

[1] See Exhibit 2 of the BSI Complaint.

53. It is alleged in the BSI Complaint that an official of a similar banking institution as Plaintiffs (namely, Italbank International Inc., a registered financial institution under the laws of the Commonwealth of Puerto Rico) flew on December 27, 2023, to Evolve Bank’s corporate offices and met with Mr. Allen Porter (Trust Officer) to request explanation on the mishandling of funds.

54. BSI alleged in the BSI Complaint that Evolve Bank officers refused to meet.

55. BSI alleged in the BSI Complaint that Evolve Bank was involved in a scheme of misappropriation of funds developed by their Fintech partners EZBanc and Solid.

56. Plaintiffs learned from the BSI Lawsuit that, despite all the communication from BSI advising Evolve Bank not to disburse any funds, an unauthorized transfer of $4,7000,00.00 was sent to Evolve Bank’s partner EZBanc on December 27, 2022.

57. The very next day, on December 28, 2022, a second unauthorized transfer was completed transferring $500,000.00 to the same EZBanc account at Evolve Bank.

58. On December 29, 2022, a third unauthorized transfer was initiated from the same USD Account in which Plaintiffs’ funds were held and transferred to EZBanc's account at Evolve Bank in the amount of $1,800,000.00.

59. According to the BSI Complaint, all these transactions were processed using Solid' s technology interface with Evolve Bank's backend system.

60. On January 13, 2023, a fourth unauthorized transaction was completed whereby another $350,000.00 was transferred to the same EZBanc account held at Evolve Bank. This transaction was also processed using Solid's technology interface with Evolve Bank's backend system.

61. Plaintiffs learned from the BSI Complaint that the unauthorized withdrawals were deleted from the entries on the EZBanc portal.

62. The EZBanc portal further reflected that the funds sent to EZBanc's account in the unauthorized transfers were still reflected in the accounts despite the fact that $7,350,000.00 had previously been transferred out.

63. Because Evolve Bank and Solid ignored the repeated requests from BSI to freeze and investigate the status of their accounts, BSI sent letters to Evolve Bank on January 25, 2023, requesting that the accounts be immediately closed and directing where the funds for each were to be sent upon account closure.

64. On February 8, 2023, Solid provided account statements from the Evolve Bank accounts which disclosed the four (4) unauthorized debits occurring on December 27, 28, and 29 2022 and January 13, 2023, totaling $7,350,000.00.

65. Counsel for BSI sent a follow up letter to Evolve Bank on February 8, 2023, demanding that the accounts be immediately closed, and the remaining funds be sent to the banks identified in the letter of January 25, 2023.

66. From information received by BSI, the remaining balances from the account in controversy, totaling $1,378,154.30, were transferred from Evolve Bank to the trust account for EZBanc' s counsel, William Samoska ("Samoska").

67. On March 9, 2023, BSI’s counsel transmitted an email to Evolve Bank officials confirming that their FinTech partner, EZBanc, still had not returned the funds and that they would pursue legal action if the funds were not returned by the end of the week.

68. Evolve Bank acknowledged the email of March 9 and made the decision to close all accounts of EZBanc at Evolve Bank.

69. As a result of the above, particularly payments made by Plaintiffs to Crossbarfx's bank accounts with BSI which were not returned by Evolve or BSI to Crossbarfx, the following balances have been lost to Plaintiffs:

| | |
|---|---|
| Tolomeo International: | $ 725,073.15; |
| Tolomeo Limited: | $ 1,139,705.10; |
| Vauban: | $ 971,563.89 (collectively, the "Plaintiffs' Funds"). |

70. As alleged in the BSI Complaint, on March 24, 2023, BSI received information that the BSI USD Account at Evolve Bank, which held Plaintiffs' Funds, was closed as of January 25, 2023 (eight days after the first communication of intermittent services).

71. This same communication informed BSI that Evolve Bank had not returned the funds held in BSI's account.

72. Crossbarfx confirmed to Plaintiffs that, to the best of Crossbarfx's knowledge, Plaintiffs' Funds on behalf of their clients were part of a bigger balance transferred by BSI from their account at Old National Bank to their account at Evolve Bank. Crossbarfx has also confirmed the amounts of Plaintiffs' Funds that were deposited in the BSI account at Evolve Bank.

73. Meanwhile, Plaintiffs have honored their commitments to their customers.

74. Thus, to Plaintiffs' best knowledge, Plaintiffs have absorbed 100% of the cash flow impact of this situation, despite having no involvement at all with whatever problem occurred as between BSI, Evolve Bank, EZBanc and Solid.

## V. CAUSES OF ACTION

### COUNT I – CONVERSION AGAINST EZBANC

75. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-74 of the Complaint as if fully set forth herein.

76. EZBanc's unauthorized withdrawal of moneys from the BSI USD trust / custodial account, which included Plaintiffs' Funds, was wrongful and without the consent of BSI or of Plaintiffs.

77. EZBanc has no legal right or interest in and to the Plaintiffs' Funds.

78. Plaintiffs have been damaged in the following amounts: Tolomeo International: $725,073.15; Tolomeo Limited: $1,139,705.10; and Vauban: $971,563.89.

79. The above-mentioned damages were proximately caused by EZBanc, and Plaintiffs are entitled to the return of their funds.

80. EZBanc's unauthorized withdrawal of the funds in the BSI USD trust / custodial account, which included Plaintiffs' Funds, was done fraudulently, intentionally and maliciously.

81. Tolomeo International and Vauban, Puerto Rico Banks, suffered this damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered this damages in Antigua.

### COUNT II – UNJUST ENRICHMENT AGAINST EZBANC

82. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-81 of their Complaint as if fully set forth herein.

83. To prove unjust enrichment under Puerto Rico law, one must prove (i) existence of enrichment; (ii) a correlative loss; (iii) nexus between loss and enrichment;

(iv) lack of cause for enrichment; and (v) absence of a legal precept excluding application of enrichment without cause.

84. It is well-settled under Puerto Rico law that the unjust enrichment doctrine is not applicable where there is a contract that governs the dispute at issue. Tolomeo International, Tolomeo Limited and Vauban do not have a contract with any of the defendants. Crossbarfx has a contract with BSI.

85. EZBanc is enriched by Plaintiffs' Funds.

86. Plaintiffs have lost their monies to EZBanc.

87. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT III – NEGLIGENCE AGAINST EZBANC**

88. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-87 of their Complaint as if fully set forth herein.

89. Article 1536 of the Puerto Rico Civil Code[2] provides that anyone that causes harm to another by fault or negligence is liable for any damages caused.

90. EZBanc had control and authority over BSI's account at Evolve Bank.

91. EZBanc was negligent when it failed to disclose that Mr. Gregory Donahue, had changed his name from Mr. Gregory Mancuso after he was barred by the Financial Industry Regulatory Authority ("FINRA") from associating with any FINRA member firm in 2021, for lying to FINRA investigators about his involvement with two customers who claimed he had mismanaged or misappropriated their assets.

[2] 31 L.P.R.A. § 10801.

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92. EZBanc was negligent when making unauthorized transactions on BSI's account.

93. Based on the foregoing plaintiffs have sustained damages of $2,836,342.14 as well as past, present and future loss of income, all of which were proximately caused by EZBanc jointly and severally with the other defendants.

94. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT IV – FAULT OR NEGLIGENCE AGAINST GREGORY DONAHUE, f/k/a GREGORY MANCUSO**

95. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-94 of their Complaint as if fully set forth herein.

96. Article 1536 of the Puerto Rico Civil Code provides that anyone that causes damages to another by fault or negligence is liable for any damages caused.

97. Gregory Donahue, f/k/a Gregory Mancuso, willfully or negligently withdrew moneys or allowed the withdrawal of moneys from the BSI USD trust / custodial account, which included Plaintiffs' Funds, without the consent of BSI or of Plaintiffs.

98. Gregory Donahue, f/k/a Gregory Mancuso, willfully or negligently transferred or allowed the monies in the BSI/IBS trust / custodial accounts, which included Plaintiffs' Funds, to be transferred from Evolve Bank to other banks.

99. Gregory Donahue, f/k/a Gregory Mancuso, willfully or negligently and in conspiracy with EZBanc and/or its Directors and/or Officers; and/or Evolve Bank and/or its Directors and/or Officers; and/or Solid and/or its Directors and Officers transferred or

allowed the monies in the BSI/IBS trust / custodial accounts, which included Plaintiffs' Funds, to be transferred from Evolve Bank to other banks.

100. The willful and/or negligent actions by Gregory Donahue, f/k/a Gregory Mancuso, have caused damages to Plaintiffs in the amount of $2,836,342.14, for which Gregory Donahue, f/k/a Gregory Mancuso is liable.

101. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

## COUNT V – FAULT OR NEGLIGENCE AGAINST DIRECTORS AND/OR OFFICERS OF EZBANC A, B AND C

102. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-101 of their Complaint as if fully set forth herein.

103. Article 1536 of the Puerto Rico Civil Code provides that anyone that causes damages to another by fault or negligence is liable for any damages caused.

104. Directors and/or Officers of EZBanc willfully or negligently caused or allowed the withdrawal of moneys from the BSI USD trust / custodial account at Evolve Bank, which included Plaintiffs' Funds, and transferred to the EZBanc account at Evolve Bank without the consent of BSI or of Plaintiffs.

105. Directors and/or Officers of EZBanc willfully or negligently caused or allowed the monies in the BSI/IBS trust / custodial accounts, which included Plaintiffs' Funds, to be transferred from the EZBanc account at Evolve Bank to other banks.

106. The Directors and/or Officers of EZBanc, together with Gregory Donahue, f/k/a Gregory Mancuso, willfully or negligently and in conspiracy with Evolve Bank and/or its Directors and/or Officers; and/or Solid and/or its Directors and Officers transferred or

allowed the monies in the BSI/IBS trust / custodial accounts, which included Plaintiffs' Funds, to be transferred from Evolve Bank to other banks.

107. The willful and/or negligent actions of Directors and/or Officers of EZBanc, have caused damages to Plaintiffs in the amount of $2,836,342.14, for which they are liable.

108. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT VI – CONVERSION AGAINST EVOLVE BANK**

109. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-108 of their Complaint as if fully set forth herein.

110. Evolve Bank's unauthorized transfers of moneys from the BSI USD trust / custodial account, which included Plaintiffs' Funds, to the EZBanc account was wrongful and without the consent of BSI or of Plaintiffs.

111. Evolve Bank has no legal right or interest in and to the Plaintiffs' Funds.

112. Evolve Bank's unauthorized transfer of the funds in the BSI USD trust / custodial account to the EZBanc account, which included Plaintiffs' Funds, was done fraudulently, intentionally, and maliciously.

113. Plaintiffs have been damaged in the following amounts: Tolomeo International: $725,073.15; Tolomeo Limited: $1,139,705.10; and Vauban: $971,563.89.

114. The above-mentioned damages were proximately caused jointly and severally by Evolve Bank and the other Defendants; thus, Plaintiffs are entitled to the return of their funds.

115. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT VII - UNJUST ENRICHMENT AGAINST EVOLVE BANK**

116. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-115 of their Complaint as if fully set forth herein.

117. To prove unjust enrichment under Puerto Rico law, one must prove (i) existence of enrichment; (ii) a correlative loss; (iii) nexus between loss and enrichment; (iv) lack of cause for enrichment; and (v) absence of a legal precept excluding application of enrichment without cause.

118. It is well-settled under Puerto Rico law that the unjust enrichment doctrine is not applicable where there is a contract that governs the dispute at issue. Plaintiffs do not have a contract with the defendants.

119. Evolve Bank is enriched by Plaintiffs' Funds.

120. Plaintiffs have lost their monies to EZBanc.

121. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT VIII - NEGLIGENCE AGAINST EVOLVE BANK**

122. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-121 of the Complaint as if fully set forth herein.

123. Article 1536 of the Puerto Rico Civil Code provides that anyone that causes damages to another by fault or negligence is liable for any damages caused.

124. Evolve Bank had a duty to exercise ordinary care in the processing of transactions on BSI's accounts, which included Plaintiffs’ moneys, and in protecting the funds of individuals or entities that had deposited funds at its institution.

125. Evolve Bank breached its duty to exercise ordinary care and was thereby negligent in failing to timely and properly investigate BSI's claims regarding its account.

126. Evolve Bank breached its duty to exercise ordinary care and was thereby negligent in processing the four unauthorized transfers of BSI/IBS funds to an EZBanc account after receiving written notice on December 23, 2022 from BSI/IBS that no further transfers should be made from BSI/IBS accounts without direct approval of the destination by BSI/IBS;

127. Evolve Bank breached its duty to exercise ordinary care and was thereby negligent in failing to freeze EZBanc accounts holding BSI/IBS's funds after it was advised of the unauthorized transactions.

128. Evolve Bank breached its duty to exercise ordinary care and was thereby negligent in transferring the balance of the BSI account to EZBanc upon closure of the account, despite knowing of BSI's claims of fraud by EZBanc and BSI's express written directive to send the remaining account funds to a designated financial institution.

129. Evolve Bank breached its duty to exercise ordinary care and was thereby negligent in closing EZBanc accounts with Evolve Bank that contained Plaintiffs' Funds and transferring the funds out of Evolve Bank to another financial institution.

130. Evolve Bank breached its duty to exercise ordinary care and was thereby negligent in allowing EZBanc, an unlicensed money transmitter, to have authority over BSI’s trust / custodial accounts at Evolve Bank.

131. Evolve Bank breached its duty to exercise ordinary care and was thereby negligent in failing to properly perform customary compliance checks on EZBanc and its President, Gregory Donahue f/k/a Mancuso, before allowing EZBanc to process transactions on accounts held at Evolve Bank.

132. Evolve Bank breached its duty to exercise ordinary care and was thereby negligent in failing to implement safe and sound risk management and compliance protocols to avoid unauthorized transfers of account holder funds.

133. Evolve Bank together with its Directors and/or Officers, willfully or negligently and in conspiracy with EZBanc and its Directors and/or Officers, including Gregory Donahue, f/k/a Gregory Mancuso; and/or Solid and/or its Directors and Officers transferred or allowed the monies in the BSI/IBS trust / custodial accounts, which included Plaintiffs' Funds, to be transferred from Evolve Bank to other banks.

134. As a direct and proximate result of Evolve Bank's negligence, Plaintiffs have suffered compensatory damages, including, but not limited to, Tolomeo International: $725,073.15; Tolomeo Limited: $1,139,705.10; and Vauban: $971,563.89, due to Plaintiffs' funds being transferred to EZBanc and funds returned to Evolve Bank since the account closure.

135. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT IX - BREACH OF FIDUCIARY DUTY AGAINST EVOLVE BANK**

136. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-135 of their Complaint as if fully set forth herein.

137. Evolve Bank, through its ordinary course of business, developed and maintained partnerships with FinTech companies like Solid to solicit new clients, gather deposits, and generate fee income for Evolve Bank.

138. To open accounts through its BaaS program and provide FDIC insurance to the underlying account holders, Evolve Bank structured its accounts as Fiduciary Accounts as defined by 12 C.F.R. § 330.5.

139. Fiduciary Accounts are deposit accounts established by a person or entity for the benefit of one or more other parties, also known as principals, where the individual or entity opening the account does not have an ownership interest in the deposit.

140. BSI's USD trust / custodial accounts were established by Solid and EZBanc for the benefit of BSI.

141. Deposits and withdrawals from BSI's trust / custodial accounts, where Plaintiff's Funds were deposited, confirm the fiduciary account structure designed by Evolve Bank and Solid. According to the BSI Complaint, reference codes for nearly every wire and ACH transaction that settled at Evolve Bank explicitly state that the transaction is "FBO BSI Group," i.e., for the benefit of BSI.

142. By structuring the accounts in such a manner, Evolve Bank accepted a fiduciary duty to BSI and Plaintiffs, therefore, was obligated to act in the best interest of BSI and Plaintiffs.

143. Evolve Bank repeatedly failed to act in the best interest of BSI and Plaintiffs and permitted multiple defalcations of the BSI USD trust / custodial accounts.

144. Evolve Bank failed to meet with BSI's officials to discuss its concerns about their accounts, thereby continuing to violate its fiduciary duty to Plaintiffs.

145. Evolve Bank failed to honor BSI and IBS's requests as outlined in the Account Hold Letter, which ultimately resulted in the dissipation of the funds held for the benefit of Plaintiffs.

146. Evolve Bank closed BSI and IBS' accounts and misdirected funds that had been held for the benefit of Plaintiffs to a third party, William Samoska, who had no right to BSI and IBS' funds.

147. Further, when Evolve Bank closed EZBanc's accounts, Evolve Bank impermissibly and in violation of its fiduciary duty to BSI and IBS, transferred funds held for the benefit of BSI and IBS, which included Plaintiffs' Funds, to an EZBanc account at another financial institution.

148. Based on the foregoing, Plaintiffs have sustained damages collectively of $2,836,342.14, as detailed in paragraph 65 above, for the loss of their funds in BSI's account, as well as past, present and future loss of income, all of which were proximately caused by Evolve Bank.

149. Moreover, Evolve Bank recklessly disregarded the consequences of its actions and failures to act, from which malice may be inferred.

150. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT X - CONSTRUCTIVE FRAUD AGAINST EVOLVE BANK**

151. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-150 of their Complaint as if fully set forth herein.

152. Evolve Bank held and maintained funds for the benefit of BSI, which included Plaintiffs’ Funds, which created a special, confidential relationship.

153. Evolve Bank, through its false representations of material facts and material omissions to act when it had a duty to do so, wrongfully disposed of such funds on multiple occasions.

154. Evolve Bank wrongfully disposed of BSI’s funds, which included Plaintiffs' Funds, when it closed BSI and IBS’ accounts and transferred the funds to William Samoska, a lawyer purportedly representing EZBanc.

155. Evolve Bank wrongfully disposed of BSI and IBS' funds when it closed EZBanc's accounts and transferred BSI and IBS' funds, including Plaintiffs’ Funds, to another financial institution for the benefit of EZBanc, despite actual and constructive knowledge that BSI and IBS’ funds were held and maintained in the EZBanc accounts.

156. Evolve Bank's actions, including but not limited to its continual disregard for BSI, IBS and Plaintiffs' rights and repeated failure to cooperate with BSI, are unconscionable.

157. The relationship between Evolve Bank and BSI became a confidential, special relationship, particularly here given the convoluted BaaS structure Evolve Bank employed to solicit new clients, gather deposits, and generate fee income for Evolve Bank.

158. The BaaS structure created and facilitated by Evolve Bank permitted unauthorized third parties to operate technology interfaces that resulted in electronic fund transfers of bank customer deposits.

159. Evolve Bank then abdicated its responsibilities and duties by using the BaaS structure as a shield to communicate directly with its account holders and act in accordance with their instructions.

160. Evolve Bank materially misrepresented their ability or inability to address BSI and IBS' concerns regarding their Evolve Bank accounts, instead redirecting BSI to Solid as the manager of the account.

161. Moreover, Evolve Bank failed to disclose material facts and had a duty to provide clear and accurate information to BSI and IBS about their accounts and the mechanisms available to prevent additional transfers.

162. BSI and IBS justifiably relied on the representations made by Evolve Bank and attempted to obtain support from Solid, Evolve Bank's agent and the purported account manager of its' accounts.

163. Evolve Bank failed to honor BSI and IBS' requests as outlined in the Account Hold Letter, which ultimately resulted in the dissipation of the funds held for the benefit of BSI, and through BSI and Crossbarfx, to Plaintiffs.

164. Evolve Bank closed BSI and IBS' accounts and misdirected funds that had been held for the benefit of BSI and IBS to a third party, William Samoska, who had no right to BSI and IBS' funds.

165. Further, when Evolve Bank closed EZBanc's accounts, Evolve Bank impermissibly and in violation of its fiduciary duty to BSI and IBS transferred funds held for the benefit of BSI and IBS, including Plaintiffs' Funds, to an EZBanc account at another financial institution.

166. Evolve Bank had an obligation to hold and maintain all such funds for the benefit of BSI and IBS, which included Plaintiffs Funds.

167. As a result, Plaintiffs have sustained damages of $2,836,342.14, as well as past, present and future loss of income, all of which were proximately caused by Evolve Bank.

168. Moreover, Evolve Bank recklessly disregarded the consequences of its actions and failures to act, from which malice may be inferred.

169. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT XI - FAULT OR NEGLIGENCE AGAINST DIRECTORS AND/OR OFFICERS OF EVOLVE BANK, D, E AND F**

170. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-169 of their Complaint as if fully set forth herein.

171. Article 1536 of the Puerto Rico Civil Code provides that anyone that causes damages to another by fault or negligence is liable for any damages caused.

172. Directors and/or Officers of Evolve Bank, willfully or negligently failed to honor BSI and IBS' requests as outlined in the Account Hold Letter, which ultimately resulted in the dissipation of the funds held for the benefit of BSI, and through BSI and Crossbarfx, to Plaintiffs.

173. Directors and/or Officers of Evolve Bank, willfully or negligently failed to timely and properly investigate BSI's claims regarding its account.

174. Directors and/or Officers of Evolve Bank, willfully or negligently processed or allowed to be processed the four unauthorized transfers of BSI/IBS funds to an EZBanc

account after receiving written notice on December 23, 2022 from BSI/IBS that no further transfers should be made from BSI/IBS accounts without direct approval of the destination by BSI/IBS.

175. Directors and/or Officers of Evolve Bank, willfully or negligently failed to freeze EZBanc accounts holding BSI/IBS's funds after it was advised of the unauthorized transactions.

176. Directors and/or Officers of Evolve Bank, willfully or negligently allowed or failed to stop the transfer of the balance of the BSI account to the EZBanc account upon closure of the BSI account, despite knowing of BSI's claims of fraud by EZBanc and BSI's express written directive to send the remaining account funds to a designated financial institution.

177. Directors and/or Officers of Evolve Bank, willfully or negligently ordered or allowed the closing of the EZBanc accounts with Evolve Bank that contained Plaintiffs' Funds and transferring the funds out of Evolve Bank to another financial institution.

178. Directors and/or Officers of Evolve Bank, willfully or negligently allowed EZBanc, an unlicensed money transmitter, to have authority over BSI’s trust / custodial accounts at Evolve Bank.

179. Directors and/or Officers of Evolve Bank, wilfully or negligently failed to properly perform customary compliance checks on EZBanc and its President, Gregory Donahue f/k/a Mancuso, before allowing EZBanc to process transactions on accounts held at Evolve Bank.

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180. Directors and/or Officers of Evolve Bank, wilfully or negligently failed to implement safe and sound risk management and compliance protocols to avoid unauthorized transfers of account holder funds.

181. Directors and/or Officers of Evolve Bank, willfully or negligently and in conspiracy with EZBanc and its Directors and/or Officers, including Gregory Donahue, f/k/a Gregory Mancuso; and/or Solid and/or its Directors and Officers transferred or allowed the monies in the BSI/IBS trust / custodial accounts, which included Plaintiffs' Funds, to be transferred from Evolve Bank to other banks.

182. As a direct and proximate result of Directors and/or Officers of Evolve Bank's willful or negligent actions, Plaintiffs have suffered compensatory damages, including, but not limited to, Tolomeo International: $725,073.15; Tolomeo Limited: $1,139,705.10; and Vauban: $971,563.89, due to Plaintiffs' Funds being transferred to EZBanc and funds returned to Evolve Bank since the account closure.

183. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT XII – FAULT OR NEGLIGENCE AGAINST SOLID**

184. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-183 of their Complaint as if fully set forth herein.

185. Article 1536 of the Puerto Rico Civil Code provides that anyone that causes damages to another by fault or negligence is liable for any damages caused.

186. Solid had control and authority over BSI and IBS's accounts at Evolve Bank.

187. Solid developed technology and integrated that technology into Evolve Bank's backend systems to facilitate account opening and electronic fund transfers.

188. Solid failed to perform adequate KYC on EZBanc.

189. Solid impermissibly and negligently delegated to EZBanc the control and authority Solid had over BSI's account, which was held and maintained at Evolve Bank.

190. By accepting the responsibility to onboard clients, manage a ledger of transactions and balances, and operate the technical interfaces between account holders and Evolve Bank, Solid had, at a minimum, a duty of ordinary care to BSI.

191. Solid breached its duty to exercise ordinary care and was thereby negligent in one or more of the following respects:

A. Allowing EZBanc, an unlicensed money transmitter, whose President was barred by FINRA, to open accounts and control customer funds on its platform;

B. Failing to timely and properly investigate BSI and IBS' complaints regarding their accounts;

C. Failing to institute sufficient safety and security protocols to prevent EZBanc from making unauthorized transactions on BSI's account;

D. Failing to suspend transactions by EZBanc after it was advised of the unauthorized transactions; and

E. Authorizing accounts with Evolve Bank that contained Plaintiffs' Funds to be transferred out of Solid' s platform.

192. Solid, together with its Directors and/or Officers, willfully or negligently and in conspiracy with EZBanc and its Directors and/or Officers, including Gregory Donahue,

f/k/a Gregory Mancuso; and/or Evolve Bank and/or its Directors and Officers, transferred or allowed the monies in the BSI/IBS trust / custodial accounts, which included Plaintiffs' Funds, to be transferred from Evolve Bank to other banks.

193. Based on the foregoing, Plaintiffs have sustained damages of $2,836,342.14 as well as past, present and future loss of income, all of which were proximately caused by Solid.

194. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT XIII - CONSTRUCTIVE FRAUD AGAINST SOLID**

195. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-194 of their Complaint as if fully set forth herein.

196. Solid opened accounts for BSI at Evolve Bank, managed a software platform that had direct access to Evolve' s backend systems for electronic transfers and transaction records, and maintained a ledger of account balances held for the benefit of BSI and through BSI for Plaintiffs, which collectively created a special, confidential relationship with BSI, Crossbarfx and Plaintiffs.

197. As the agent of Evolve Bank, Solid further delegated the agency relationship and its authority to EZBanc, permitting EZBanc to operate a white-labeled version of Solid's software platform that directly accessed Evolve Bank's backend systems for electronic transfers and transaction records.

198. Solid, through its false representations of material facts and material omissions to act when it had a duty to do so, wrongfully disposed of Plaintiffs' Funds on multiple occasions.

199. Solid wrongfully disposed of Plaintiffs' Funds when it authorized the transfer of funds to William Samoska, a lawyer purportedly representing EZBanc.

200. Solid wrongfully facilitated the transfer of Plaintiffs' Funds when closing EZBanc's accounts and assisted in the transfer of Plaintiffs' Funds to another financial institution for the benefit of EZBanc, despite actual and constructive knowledge that BSI's funds, which contained Plaintiffs' Funds, were held and maintained in the EZBanc accounts.

201. Solid's actions, including but not limited to its continual disregard for Plaintiffs' rights and repeated failure to cooperate with BSI, are unconscionable.

202. The relationship between Solid and BSI became a confidential, special relationship, particularly here given the convoluted BaaS structure Solid created with Evolve Bank as its agent and EZBanc.

203. The BaaS structure supported by Solid's technology permitted unauthorized third parties to operate technology interfaces that resulted in electronic fund transfers of bank customer deposits.

204. Solid then ignored BSI's communications and redirected BSI to Solid's agent, EZBanc.

205. Solid materially misrepresented its ability or inability to address BSI's concerns regarding their accounts, instead redirecting BSI to EZBanc as Solid's delegated agent.

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206. Moreover, Solid failed to disclose material facts and had a duty to provide clear and accurate information to BSI about their accounts and the mechanisms available to prevent additional transfers.

207. As a result, Plaintiffs have sustained damages of $2,836,342.14, as well as past, present and future loss of income, all of which were proximately caused by Solid.

208. Moreover, Solid recklessly disregarded the consequences of its actions and failures to act, from which malice may be inferred.

209. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT XIV - NEGLIGENCE AGAINST BSI**

210. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-209 of their Complaint as if fully set forth herein.

211. Article 1536 of the Puerto Rico Civil Code provides that anyone that causes damages to another by fault or negligence is liable for any damages caused.

212. BSI failed to perform adequate investigation on EZBanc and its manager.

213. BSI impermissibly and negligently delegated to EZBanc the control and authority over BSI's account, which was held and maintained at Evolve Bank.

214. By accepting the responsibility to onboard clients, manage a ledger of transactions and balances, at a minimum, a duty of ordinary care to Plaintiffs.

215. BSI breached its duty to exercise ordinary care and was thereby negligent in one or more of the following respects:

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A. Allowing EZBanc, an unlicensed money transmitter, whose President was barred by FINRA, to open accounts and control BSI's customer funds on its platform;

B. Failing to institute sufficient safety and security protocols to prevent EZBanc from making unauthorized transactions on BSI's account.

216. Based on the foregoing, Plaintiffs have sustained damages of $2,836,342.14 as well as past, present and future loss of income, all of which were caused by all Defendants.

217. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

218. Plaintiffs are entitled to judgment against Defendants, jointly and severally, for all damages sustained and the damages exceed the minimum amount required for diversity of citizenship jurisdiction in this Court, exclusive of interest and costs.

219. Plaintiffs demand a jury trial for all issues so triable.

WHEREFORE, Plaintiffs, pray this Honorable Court for the following relief:

A. Judgment against EZBanc, Solid and Evolve, and the named Directors and/or officers of each corporation, jointly and severally, in the amount of $2,836,342.14 for the wrongfully converted funds;

B. Judgment for an award of punitive damages against EZBanc, Solid and Evolve Banc, and the named Directors and/or officers of each corporation, jointly and severally in an amount to be determined by the finder of fact;

C. Judgment against BSI for negligence failed to perform adequate investigation on EZBanc and its manager;

D. Judgment against Evolve Bank for disgorgement of the fees and expenses and profits earned by Evolve during the period of time when Plaintiffs' moneys in BSI's accounts were held and maintained by Evolve Bank;

E. Imposition of a constructive trust upon funds which the Court finds should have been returned by Evolve Bank to Plaintiffs;

F. Pre-judgment interest on any judgment entered herein;

G. Jury trial for all issues so triable; and

H. For an award of costs and such other and further relief as this Court deems just and proper.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 1st day of May 2024.

SÁNCHEZ/LRV LLC
Counsel for Plaintiffs
P.O. Box 11917
San Juan, PR 00922-1917
(787) 522-6776
(787) 522-6777

/s/ Gustavo J. Viviani Meléndez
Gustavo J. Viviani Meléndez
USDC-PR 229513
gviviani@sanchezlrv.com

/s/ Alicia I. Lavergne Ramírez
Alicia I. Lavergne Ramírez
USDC-PR 215112
alavergne@sanchezlrv.com

# EXHIBIT D

## Claim No. 20 (Tolomeo Limited)

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

Solid Financial Technologies, Inc. - Case No. 25-10669

**FILED**
Claim No. 20
**June 10, 2025**
By Omni Claims Agent
For U.S. Bankruptcy Court
District of Delaware

Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

Carefully read instructions included with this Proof of Claim before completing. In order to have your claim considered for payment and/or voting purposes, complete ALL applicable questions.

## Part 1: Identify the Claim

**1. Who is the current creditor?**

Tolomeo Bank Limited
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

**2. Has this claim been acquired from someone else?**

- [x] No
- [ ] Yes From whom?

**3. Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| Where should notices to the creditor be sent? | Where should payments to the creditor be sent? (if different) |
|---|---|
| Name: Alicia Irene Lavergne Ramírez | Name: Alicia I. Lavergne Ramirez |
| Number Street: 270 Muñoz Rivera Ave. Suite 1110 | Number Street: 270 Muñoz Rivera Ave. Suite 1110 |
| City State ZIP Code: San Juan, PR 00918 | City State ZIP Code: San Juan, PR 00918 |
| Contact Phone: 7875226776 | Contact Phone: 7875226776 |
| Contact email: alavergne@sanchezlrv.com | Contact email: alavergne@sanchezlrv.com |

Uniform claim identifier for electronic payments in chapter 13 (if you use one)

**4. Does this claim amend one already filed?**

- [x] No
- [ ] Yes Claim Number on court claims registry (if known) Filed On MM / DD / YYYY

**5. Do you know if anyone else has filed a proof of claim for this claim?**

- [x] No
- [ ] Yes Who made the earlier filing?

MA

## Part 2: Give Information About the Claim as of the Date the Case Was Filed

**6. Do you have any number you use to identify the debtor?**

[X] No
[ ] Yes Last 4 digits of the debtor's account or any number you use to identify the debtor:

**7. How much is the claim?**

$ 1,139,705.10

**Does this amount include interest or other charges?**

[X] No
[ ] Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

**8. What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information

deposits made by online banking through Solid Financial Technologies, Inc.

**9. Is all or part of the claim secured?**

[X] No
[ ] Yes The claim is secured by a lien on property

**Nature of property:**

[ ] Real Estate If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*
[ ] Motor Vehicle
[ ] Other Describe: ______

**Basis for perfection:** ______

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.

**Value of Property:** $ ______

**Amount of the claim that is secured:** $ ______

**Amount of the claim that is unsecured:** $ ______ (The sum of the secured and unsecured amounts should match the amount in line 7).

**Amount necessary to cure any default as of the date of the petition:** $ ______

**Annual Interest Rate:** (when case was filed) ______%

[ ] Fixed
[ ] Variable

**10. Is this claim based on a lease?**

[X] No
[ ] Yes **Amount necessary to cure any default as of the date of the petition.** $ ______

**11. Is this claim subject to a right of setoff?**

[X] No
[ ] Yes Identify the property: ______

**12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. §503(b)(9))?**

[X] No
[ ] Yes Amount of 503(b)(9) Claim: $ ______

**13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No
☐ Yes *Check all that apply*

| | Amount entitled to priority |
|---|---|
| ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $ |
| ☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $ |
| ☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $ |
| ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $ |
| ☐ Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5). | $ |
| ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(___) that applies. | $ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it.**

**FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 6/10/2025
MM / DD / YYYY

/s/ Alicia I. Lavergne Ramírez
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Alicia I. Lavergne Ramirez
Full Name

Title:

Company: SANCHEZ/LRV LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 270 Muñoz Rivera Ave. Suite 1110
Number Street

San Juan, PR 00918
City State ZIP Code

Contact Phone: 7875226776 Email: alavergne@sanchezlrv.com

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

| | |
|---|---|
| TOLOMEO BANK INTERNATIONAL CORP.; VAUBAN INTERNATIONAL BANK CORPORATION; TOLOMEO BANK LIMITED, CROSSBARFX LTD<br><br>Plaintiffs,<br><br>v.<br><br>BSI GROUP LLC;<br>EZBANC CORP., its President Gregory Donahue f/k/a Gregory Mancuso and its Directors and/or Officers A, B and C; EVOLVE BANK & TRUST and its Directors and/or Officers D, E and F; SOLID FINANCIAL TECHNOLOGIES, INC, its Chief Executive Officer Arjun Thyagarajan, its President Raghav Lal, and its Directors and/or Officers G, H and I,<br><br>Defendants. | CASE NO. ____________________<br><br>CONVERSION; UNJUST ENRICHMENT; NEGLIGENCE; CONSTRUCTIVE FRAUD; BREACH OF FIDUCIARY DUTY |

**COMPLAINT**

TO THIS HONORABLE COURT:

COME NOW plaintiffs Tolomeo Bank International, Corp ("Tolomeo International"); Vauban International Bank ("Vauban"); Tolomeo Bank Limited ("Tolomeo Limited"); and Crossbarfx Ltd. ("Crossbarfx" and together with Tolomeo International, Vauban and Tolomeo Limited, the "Plaintiffs"), through the undersigned counsel, and file this complaint against BSI Group LLC ("BSI"); EZBanc Corp. ("EZBanc"), its President Gregory Donahue f/k/a Gregory Mancuso and its Directors and/or Officers A, B and C; Evolve Bank & Trust ("Evolve Bank") and its Directors and/or Officers D, E and F; and Solid Financial Technologies, Inc. ("Solid") its Chief Executive Officer Arjun Thyagarajan, its

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President Raghav Lal, and/or its Directors and Officers, G. H and I (all defendants referred to as "the Defendants"), for (i) Conversion; (ii) Unjust Enrichment; (iii) Negligence; (iv) Constructive Fraud; and (v) Breach of Fiduciary Duties. In support of their complaint, Plaintiffs aver as follows:

## I. NATURE OF THE ACTION

1. This litigation stems from the unauthorized withdrawal of funds deposited at Evolve Bank in an account belonging to BSI for the benefit of its clients, among them Plaintiffs.

## II. PARTIES

2. Tolomeo International is a Puerto Rico corporation and international financial entity created pursuant to Law 273-2012 of the Commonwealth of Puerto Rico, under the supervision of the Puerto Rico banking regulator, the Puerto Rico Office of Commissioner of Financial Institutions ("OCFI" by its acronym).

3. Vauban is a Puerto Rico corporation and international financial entity created pursuant to Law 273-2012 of the Commonwealth of Puerto Rico, under the supervision of OCFI.

4. Tolomeo Limited is a Class 1 international banking business created pursuant to Section 233 and 235 of the International Business Corporations Act, Cap. 222, of the Revised Laws of Antigua and Barbuda, under supervision of the Antigua and Barbuda banking regulator, the Financial Services Regulatory Commission (the "FSRC").

5. Crossbarfx Ltd. ("Crossbarfx") is a company incorporated in England and Wales with company number 05515868, authorized by the Financial Conduct Authority for the provision of payment services and by His Majesty's Revenue and Customs for the

purpose of compliance with the Money Laundering Terrorist Financing and Transfer of Funds. Crossbarfx is joined in this Complaint as an involuntary plaintiff because it is outside of this Court's jurisdiction; should join this action as a plaintiff but has refused to join. As shown below, Crossbarfx's interests are aligned with the other Plaintiffs.

6. BSI is a Missouri limited liability company with a principal place of business in Charleston, Missouri, and its members are, upon information and belief, citizens of the States of Missouri and Florida.

7. EZBanc is an unlicensed money transmitter, registered with FinCEN as a money service business ("MSB") and incorporated in the State of Montana, with a principal place of business in Bozeman, Montana, that can be served through its registered agent, Legalinc Registered Agents, Inc., 1925 Grand Avenue, Suite 127, Billings, MT 59102-2276.

8. Gregory Donahue f/k/a Gregory Mancuso is or was president of EZBanc when the events that give rise to this complaint took place.

9. Directors and /or Officers of EZBanc A, B and C, denominated with fictitious names because their real name is unknown for the moment, who were directors and/or officers of Solid when the events that give rise to this complaint took place, and caused damages to Plaintiffs with their actions or omissions.

10. Evolve Bank is a state-charted bank, incorporated under the laws of the State of Arkansas and a member bank of the Federal Reserve System. Evolve Bank has banking centers located in at least Arkansas and Tennessee.

11. Directors and/or Officers of Evolve Bank D, E and F, denominated with fictitious names because their real name is unknown for the moment, who were directors

and/or officers of Evolve Bank when the events that give rise to this complaint took place, and caused damages to Plaintiffs with their actions or omissions.

12. Solid is incorporated in the State of California, with a principal place of business at 400 Concar Drive, Office 03-150, San Mateo, California 94402, that provides financial payment services technology infrastructure ("FinTech") to customers with funds on deposit at Evolve Bank.

13. Arjun Thyagarajan, who is and/or was Solid's Chief Executive Officer when the events that give rise to this complaint took place and caused damages to Plaintiffs.

14. Raghav Lal, who is and/or was Solid's President when the events that give rise to this complaint took place and caused damages to Plaintiffs.

15. Directors and /or Officers of Solid G, H and I, denominated with fictitious names because their real name is unknown for the moment, who were directors and/or officers of Solid when the events that give rise to this complaint took place, and caused damages to Plaintiffs with their actions or omissions.

## III. JURISDICTION AND VENUE

16. This court has subject matter jurisdiction, pursuant to 28 U.S.C. § 1332, because it the parties are citizens of different states and of a foreign state and the amount in controversy exceeds $75,000.00, exclusive of interest and costs.

17. Plaintiffs have different citizenships: Tolomeo International and Vauban are incorporated in Puerto Rico; Tolomeo Limited is incorporated in Antigua and Barbuda and Crossbarfx is a company incorporated in England and Wales. Defendants also have different citizenships: BSI is incorporated in Missouri; Evolve Bank is incorporated in Arkansas; Solid is incorporated in California; and EZBanc is incorporated in Montana.

18. Venue is proper in this district under 28 U.S.C. § 1391, which provides that an action can be filed in a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated. If none of these apply, then the action can be filed in any judicial district in which any defendant is subject to the court's personal jurisdiction.

19. In this case, this court has specific jurisdiction because the controversy is related to or arises out of a defendant's contacts with the forum-state activities and defendants' actions caused injury in Puerto Rico, where two of the Plaintiffs are domiciled.

## IV. FACTS APPLICABLE TO ALL COUNTS

20. Plaintiffs provide multi-currency accounts services for their international customers.

21. To provide multi-currency accounts services, Tolomeo International executed a foreign exchange services and payment services contract with Crossbarfx on February 14, 2019 (the "Tolomeo International-Crossbarfx Contract").

22. Tolomeo Limited executed a foreign exchange services and payment services contract with Crossbarfx on January 16, 2019 (the "Tolomeo Limited-Crossbarfx Contract").

23. In April 2021, Vauban, also executed a foreign exchange services and payment services contract with Crossbarfx, to provide multi-currency accounts services to its international customers (the "Vauban-Crossbarfx Contract" and together with the Tolomeo-Crossbarfx Contract, and the Tolomeo International-Crossbarfx Contract, the "Crossbarfx Contracts").

24. As part of the Crossbarfx Contracts, Crossbarfx established separate U.S. dollar-denominated accounts, of a trust or custodial type (as of yet undetermined) (each such account, an “USD Account,” and collectively, the “USD Accounts”).

25. Pursuant to a Crossbarfx communication to Plaintiffs, BSI was engaged to provide Crossbarfx with the establishment of the USD Accounts in any given U.S bank.

26. From February 2019 to mid-December 2022, all banking services provided to each of the Plaintiffs by Crossbarfx, regarding the USD Accounts with BSI, were provided without incident.

27. While each of the Crossbarfx Contracts was between Crossbarfx and each of the other Plaintiffs, the funds flowed directly from each of the Plaintiffs to the BSI accounts held in different banks, through wire-transfers through the Fedwire Funds Service of the U.S. Federal Reserve.

28. Between April 2021 and March 2022 these wire-transfers were sent to a BSI USD trust / custodial account held at CapitalOne.

29. Between March to November 2022 wire-transfers were sent to a BSI USD trust / custodial account held at Royal Business Bank.

30. Between November 2022 to December 2022, the wire-transfers were sent to the BSI trust / custodial account held at Old National Bank.

31. Between November 3 and December 15, 2022, wire-transfers were sent to a BSI USD trust / custodial account at Evolve Bank.

32. On April 20, 2022, Vauban was informed by Crossbarfx that BSI provided Crossbarfx with a dedicated USD Account so there was no co-mingling of non-Crossbarfx funds.

33. On December 16, 2022, Plaintiffs received a communication from Crossbarfx changing the wire-transfer instructions for the BSI USD Account, to a new USD trust / custodial account with Evolve Bank.

34. These new instructions required Plaintiffs not to transmit their USD payments to BSI's accounts at Old National Bank, but instead transmit them to BSI's USD Account at Evolve Bank.

35. On January 17, 2023, Crossbarfx informed Plaintiffs that payments made via Evolve Bank had been returned and that services from Evolve Bank were intermittent, but it was the only solution that BSI could provide.

36. Plaintiffs learned on May 30, 2023, that on May 26, 2023, BSI (together with International Business Solutions, LLC ("IBS")) had filed a lawsuit against Evolve Bank in the US District Court of the Eastern District of Arkansas, Northern Division (the "BSI Complaint").

37. Plaintiffs also became aware that the BSI Complaint included other defendants (EZBanc and Solid) that, working jointly with Evolve Bank, illegally transferred all BSI funds, which included Plaintiffs' funds, which were held in Evolve Bank.

38. From the BSI Complaint, Tolomeo International, Tolomeo Limited and Vauban have learned that BSI is a company that provides software and applications to its clients to facilitate payments and other financial services.

39. Plaintiffs also learned from the BSI Complaint that IBS is a Missouri licensed money transmitter.

40. Plaintiffs also learned from the BSI Complaint that EZBanc is an unlicensed money transmitter, registered with Financial Crimes Enforcement Network of the U.S.

Department of Treasury (“FinCEN”) as a money service business (“MSB”) incorporated in the State of Montana and subject to regulation by such state as well as FinCEN.

41. Plaintiffs also learned from the BSI Complaint that EZBanc was managed by Mr. Gregory Donahue, who had changed his name from Mr. Gregory Mancuso after he was barred by the Financial Industry Regulatory Authority ("FINRA") from associating with any FINRA member firm in 2021, for lying to FINRA investigators about his involvement with two customers who claimed he had mismanaged or misappropriated their assets.

42. Plaintiffs also learned from the BSI Complaint that Solid is a California Corporation that provides financial payment services technology infrastructure (“FinTech”), to customers holding funds at Evolve Bank.

43. As to Evolve Bank, it is alleged in the BSI Complaint that, through its ordinary course of business, Evolve Bank had developed and maintained partnerships with FinTech companies to solicit new clients, gather deposits, and generate fee income for Evolve Bank.

44. As alleged by BSI, these partnerships, often referred to as Banking-as-a-Service (“BaaS”) programs, leverage Evolve Bank's banking authority and regulatory compliance infrastructure to offer financial products and services to FinTech' s clients.

45. BSI also alleged that Evolve Bank has a BaaS program with Solid, whereby Solid is delegated the authority to manage client accounts and maintain a ledger to track the balances and transactions occurring in those accounts held at Evolve Bank.

46. As alleged in the BSI Complaint, EZBanc obtained the accounts for BSI, where Plaintiffs' funds were deposited, solely because of Solid's technology with Evolve Bank.

47. Thus, Plaintiffs' funds were deposited in the USD trust / custodial accounts at Evolve Bank that were established by Solid and EZBanc, each a FinTech partner of Evolve Bank, and neither BSI, nor Solid nor EZBanc had any ownership interest in the deposits made by Plaintiffs in the USD Account.

48. BSI also alleged in the BSI Complaint that, in December 2022, when Evolve Bank closed the USD trust / custodial account in which Plaintiffs' funds were deposited, BSI, began contacting Evolve Bank officials concerning that payment requests made in USD Account were not being processed.

49. BSI alleged it was frustrated because Evolve Bank did not provide an adequate explanation as to why the payments were not completed.

50. The BSI Complaint also details how Evolve Bank's officials were warned of the situation with other institutions' funds.

51. These Evolve Bank officials include, Mr. Scott Lenoir (Chairman of the Board), Mr. Hank Word (President of the Open Banking Division), Shawn Anderson (Senior Account Manager).

52. These same officials were notified on December 23, 2022, by Kevin C. Fleming of Blitz, Bardgett & Deutsch, LLC as legal representatives for BSI,[1] not to release any funds held in the account where Plaintiffs' funds were deposited.

---

[1] See Exhibit 2 of the BSI Complaint.

53. It is alleged in the BSI Complaint that an official of a similar banking institution as Plaintiffs (namely, Italbank International Inc., a registered financial institution under the laws of the Commonwealth of Puerto Rico) flew on December 27, 2023, to Evolve Bank's corporate offices and met with Mr. Allen Porter (Trust Officer) to request explanation on the mishandling of funds.

54. BSI alleged in the BSI Complaint that Evolve Bank officers refused to meet.

55. BSI alleged in the BSI Complaint that Evolve Bank was involved in a scheme of misappropriation of funds developed by their Fintech partners EZBanc and Solid.

56. Plaintiffs learned from the BSI Lawsuit that, despite all the communication from BSI advising Evolve Bank not to disburse any funds, an unauthorized transfer of $4,7000,00.00 was sent to Evolve Bank's partner EZBanc on December 27, 2022.

57. The very next day, on December 28, 2022, a second unauthorized transfer was completed transferring $500,000.00 to the same EZBanc account at Evolve Bank.

58. On December 29, 2022, a third unauthorized transfer was initiated from the same USD Account in which Plaintiffs' funds were held and transferred to EZBanc's account at Evolve Bank in the amount of $1,800,000.00.

59. According to the BSI Complaint, all these transactions were processed using Solid' s technology interface with Evolve Bank's backend system.

60. On January 13, 2023, a fourth unauthorized transaction was completed whereby another $350,000.00 was transferred to the same EZBanc account held at Evolve Bank. This transaction was also processed using Solid's technology interface with Evolve Bank's backend system.

61. Plaintiffs learned from the BSI Complaint that the unauthorized withdrawals were deleted from the entries on the EZBanc portal.

62. The EZBanc portal further reflected that the funds sent to EZBanc's account in the unauthorized transfers were still reflected in the accounts despite the fact that $7,350,000.00 had previously been transferred out.

63. Because Evolve Bank and Solid ignored the repeated requests from BSI to freeze and investigate the status of their accounts, BSI sent letters to Evolve Bank on January 25, 2023, requesting that the accounts be immediately closed and directing where the funds for each were to be sent upon account closure.

64. On February 8, 2023, Solid provided account statements from the Evolve Bank accounts which disclosed the four (4) unauthorized debits occurring on December 27, 28, and 29 2022 and January 13, 2023, totaling $7,350,000.00.

65. Counsel for BSI sent a follow up letter to Evolve Bank on February 8, 2023, demanding that the accounts be immediately closed, and the remaining funds be sent to the banks identified in the letter of January 25, 2023.

66. From information received by BSI, the remaining balances from the account in controversy, totaling $1,378,154.30, were transferred from Evolve Bank to the trust account for EZBanc' s counsel, William Samoska ("Samoska").

67. On March 9, 2023, BSI’s counsel transmitted an email to Evolve Bank officials confirming that their FinTech partner, EZBanc, still had not returned the funds and that they would pursue legal action if the funds were not returned by the end of the week.

68. Evolve Bank acknowledged the email of March 9 and made the decision to close all accounts of EZBanc at Evolve Bank.

69. As a result of the above, particularly payments made by Plaintiffs to Crossbarfx's bank accounts with BSI which were not returned by Evolve or BSI to Crossbarfx, the following balances have been lost to Plaintiffs:

| | |
|---|---|
| Tolomeo International: | $ 725,073.15; |
| Tolomeo Limited: | $ 1,139,705.10; |
| Vauban: | $ 971,563.89 (collectively, the "Plaintiffs' Funds"). |

70. As alleged in the BSI Complaint, on March 24, 2023, BSI received information that the BSI USD Account at Evolve Bank, which held Plaintiffs' Funds, was closed as of January 25, 2023 (eight days after the first communication of intermittent services).

71. This same communication informed BSI that Evolve Bank had not returned the funds held in BSI's account.

72. Crossbarfx confirmed to Plaintiffs that, to the best of Crossbarfx's knowledge, Plaintiffs' Funds on behalf of their clients were part of a bigger balance transferred by BSI from their account at Old National Bank to their account at Evolve Bank. Crossbarfx has also confirmed the amounts of Plaintiffs' Funds that were deposited in the BSI account at Evolve Bank.

73. Meanwhile, Plaintiffs have honored their commitments to their customers.

74. Thus, to Plaintiffs' best knowledge, Plaintiffs have absorbed 100% of the cash flow impact of this situation, despite having no involvement at all with whatever problem occurred as between BSI, Evolve Bank, EZBanc and Solid.

## V. CAUSES OF ACTION

### COUNT I – CONVERSION AGAINST EZBANC

75. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-74 of the Complaint as if fully set forth herein.

76. EZBanc's unauthorized withdrawal of moneys from the BSI USD trust / custodial account, which included Plaintiffs' Funds, was wrongful and without the consent of BSI or of Plaintiffs.

77. EZBanc has no legal right or interest in and to the Plaintiffs' Funds.

78. Plaintiffs have been damaged in the following amounts: Tolomeo International: $725,073.15; Tolomeo Limited: $1,139,705.10; and Vauban: $971,563.89.

79. The above-mentioned damages were proximately caused by EZBanc, and Plaintiffs are entitled to the return of their funds.

80. EZBanc's unauthorized withdrawal of the funds in the BSI USD trust / custodial account, which included Plaintiffs' Funds, was done fraudulently, intentionally and maliciously.

81. Tolomeo International and Vauban, Puerto Rico Banks, suffered this damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered this damages in Antigua.

### COUNT II – UNJUST ENRICHMENT AGAINST EZBANC

82. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-81 of their Complaint as if fully set forth herein.

83. To prove unjust enrichment under Puerto Rico law, one must prove (i) existence of enrichment; (ii) a correlative loss; (iii) nexus between loss and enrichment;

(iv) lack of cause for enrichment; and (v) absence of a legal precept excluding application of enrichment without cause.

84. It is well-settled under Puerto Rico law that the unjust enrichment doctrine is not applicable where there is a contract that governs the dispute at issue. Tolomeo International, Tolomeo Limited and Vauban do not have a contract with any of the defendants. Crossbarfx has a contract with BSI.

85. EZBanc is enriched by Plaintiffs' Funds.

86. Plaintiffs have lost their monies to EZBanc.

87. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT III – NEGLIGENCE AGAINST EZBANC**

88. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-87 of their Complaint as if fully set forth herein.

89. Article 1536 of the Puerto Rico Civil Code[2] provides that anyone that causes harm to another by fault or negligence is liable for any damages caused.

90. EZBanc had control and authority over BSI's account at Evolve Bank.

91. EZBanc was negligent when it failed to disclose that Mr. Gregory Donahue, had changed his name from Mr. Gregory Mancuso after he was barred by the Financial Industry Regulatory Authority ("FINRA") from associating with any FINRA member firm in 2021, for lying to FINRA investigators about his involvement with two customers who claimed he had mismanaged or misappropriated their assets.

[2] 31 L.P.R.A. § 10801.

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92. EZBanc was negligent when making unauthorized transactions on BSI's account.

93. Based on the foregoing plaintiffs have sustained damages of $2,836,342.14 as well as past, present and future loss of income, all of which were proximately caused by EZBanc jointly and severally with the other defendants.

94. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT IV – FAULT OR NEGLIGENCE AGAINST GREGORY DONAHUE, f/k/a GREGORY MANCUSO**

95. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-94 of their Complaint as if fully set forth herein.

96. Article 1536 of the Puerto Rico Civil Code provides that anyone that causes damages to another by fault or negligence is liable for any damages caused.

97. Gregory Donahue, f/k/a Gregory Mancuso, willfully or negligently withdrew moneys or allowed the withdrawal of moneys from the BSI USD trust / custodial account, which included Plaintiffs' Funds, without the consent of BSI or of Plaintiffs.

98. Gregory Donahue, f/k/a Gregory Mancuso, willfully or negligently transferred or allowed the monies in the BSI/IBS trust / custodial accounts, which included Plaintiffs' Funds, to be transferred from Evolve Bank to other banks.

99. Gregory Donahue, f/k/a Gregory Mancuso, willfully or negligently and in conspiracy with EZBanc and/or its Directors and/or Officers; and/or Evolve Bank and/or its Directors and/or Officers; and/or Solid and/or its Directors and Officers transferred or

allowed the monies in the BSI/IBS trust / custodial accounts, which included Plaintiffs' Funds, to be transferred from Evolve Bank to other banks.

100. The willful and/or negligent actions by Gregory Donahue, f/k/a Gregory Mancuso, have caused damages to Plaintiffs in the amount of $2,836,342.14, for which Gregory Donahue, f/k/a Gregory Mancuso is liable.

101. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT V – FAULT OR NEGLIGENCE AGAINST DIRECTORS AND/OR OFFICERS OF EZBANC A, B AND C**

102. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-101 of their Complaint as if fully set forth herein.

103. Article 1536 of the Puerto Rico Civil Code provides that anyone that causes damages to another by fault or negligence is liable for any damages caused.

104. Directors and/or Officers of EZBanc willfully or negligently caused or allowed the withdrawal of moneys from the BSI USD trust / custodial account at Evolve Bank, which included Plaintiffs' Funds, and transferred to the EZBanc account at Evolve Bank without the consent of BSI or of Plaintiffs.

105. Directors and/or Officers of EZBanc willfully or negligently caused or allowed the monies in the BSI/IBS trust / custodial accounts, which included Plaintiffs' Funds, to be transferred from the EZBanc account at Evolve Bank to other banks.

106. The Directors and/or Officers of EZBanc, together with Gregory Donahue, f/k/a Gregory Mancuso, willfully or negligently and in conspiracy with Evolve Bank and/or its Directors and/or Officers; and/or Solid and/or its Directors and Officers transferred or

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allowed the monies in the BSI/IBS trust / custodial accounts, which included Plaintiffs' Funds, to be transferred from Evolve Bank to other banks.

107. The willful and/or negligent actions of Directors and/or Officers of EZBanc, have caused damages to Plaintiffs in the amount of $2,836,342.14, for which they are liable.

108. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT VI – CONVERSION AGAINST EVOLVE BANK**

109. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-108 of their Complaint as if fully set forth herein.

110. Evolve Bank's unauthorized transfers of moneys from the BSI USD trust / custodial account, which included Plaintiffs' Funds, to the EZBanc account was wrongful and without the consent of BSI or of Plaintiffs.

111. Evolve Bank has no legal right or interest in and to the Plaintiffs' Funds.

112. Evolve Bank's unauthorized transfer of the funds in the BSI USD trust / custodial account to the EZBanc account, which included Plaintiffs' Funds, was done fraudulently, intentionally, and maliciously.

113. Plaintiffs have been damaged in the following amounts: Tolomeo International: $725,073.15; Tolomeo Limited: $1,139,705.10; and Vauban: $971,563.89.

114. The above-mentioned damages were proximately caused jointly and severally by Evolve Bank and the other Defendants; thus, Plaintiffs are entitled to the return of their funds.

115. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT VII - UNJUST ENRICHMENT AGAINST EVOLVE BANK**

116. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-115 of their Complaint as if fully set forth herein.

117. To prove unjust enrichment under Puerto Rico law, one must prove (i) existence of enrichment; (ii) a correlative loss; (iii) nexus between loss and enrichment; (iv) lack of cause for enrichment; and (v) absence of a legal precept excluding application of enrichment without cause.

118. It is well-settled under Puerto Rico law that the unjust enrichment doctrine is not applicable where there is a contract that governs the dispute at issue. Plaintiffs do not have a contract with the defendants.

119. Evolve Bank is enriched by Plaintiffs' Funds.

120. Plaintiffs have lost their monies to EZBanc.

121. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT VIII - NEGLIGENCE AGAINST EVOLVE BANK**

122. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-121 of the Complaint as if fully set forth herein.

123. Article 1536 of the Puerto Rico Civil Code provides that anyone that causes damages to another by fault or negligence is liable for any damages caused.

124. Evolve Bank had a duty to exercise ordinary care in the processing of transactions on BSI's accounts, which included Plaintiffs' moneys, and in protecting the funds of individuals or entities that had deposited funds at its institution.

125. Evolve Bank breached its duty to exercise ordinary care and was thereby negligent in failing to timely and properly investigate BSI's claims regarding its account.

126. Evolve Bank breached its duty to exercise ordinary care and was thereby negligent in processing the four unauthorized transfers of BSI/IBS funds to an EZBanc account after receiving written notice on December 23, 2022 from BSI/IBS that no further transfers should be made from BSI/IBS accounts without direct approval of the destination by BSI/IBS;

127. Evolve Bank breached its duty to exercise ordinary care and was thereby negligent in failing to freeze EZBanc accounts holding BSI/IBS's funds after it was advised of the unauthorized transactions.

128. Evolve Bank breached its duty to exercise ordinary care and was thereby negligent in transferring the balance of the BSI account to EZBanc upon closure of the account, despite knowing of BSI's claims of fraud by EZBanc and BSI's express written directive to send the remaining account funds to a designated financial institution.

129. Evolve Bank breached its duty to exercise ordinary care and was thereby negligent in closing EZBanc accounts with Evolve Bank that contained Plaintiffs' Funds and transferring the funds out of Evolve Bank to another financial institution.

130. Evolve Bank breached its duty to exercise ordinary care and was thereby negligent in allowing EZBanc, an unlicensed money transmitter, to have authority over BSI's trust / custodial accounts at Evolve Bank.

131. Evolve Bank breached its duty to exercise ordinary care and was thereby negligent in failing to properly perform customary compliance checks on EZBanc and its President, Gregory Donahue f/k/a Mancuso, before allowing EZBanc to process transactions on accounts held at Evolve Bank.

132. Evolve Bank breached its duty to exercise ordinary care and was thereby negligent in failing to implement safe and sound risk management and compliance protocols to avoid unauthorized transfers of account holder funds.

133. Evolve Bank together with its Directors and/or Officers, willfully or negligently and in conspiracy with EZBanc and its Directors and/or Officers, including Gregory Donahue, f/k/a Gregory Mancuso; and/or Solid and/or its Directors and Officers transferred or allowed the monies in the BSI/IBS trust / custodial accounts, which included Plaintiffs’ Funds, to be transferred from Evolve Bank to other banks.

134. As a direct and proximate result of Evolve Bank's negligence, Plaintiffs have suffered compensatory damages, including, but not limited to, Tolomeo International: $725,073.15; Tolomeo Limited: $1,139,705.10; and Vauban: $971,563.89, due to Plaintiffs' funds being transferred to EZBanc and funds returned to Evolve Bank since the account closure.

135. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT IX - BREACH OF FIDUCIARY DUTY AGAINST EVOLVE BANK**

136. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-135 of their Complaint as if fully set forth herein.

137. Evolve Bank, through its ordinary course of business, developed and maintained partnerships with FinTech companies like Solid to solicit new clients, gather deposits, and generate fee income for Evolve Bank.

138. To open accounts through its BaaS program and provide FDIC insurance to the underlying account holders, Evolve Bank structured its accounts as Fiduciary Accounts as defined by 12 C.F.R. § 330.5.

139. Fiduciary Accounts are deposit accounts established by a person or entity for the benefit of one or more other parties, also known as principals, where the individual or entity opening the account does not have an ownership interest in the deposit.

140. BSI’s USD trust / custodial accounts were established by Solid and EZBanc for the benefit of BSI.

141. Deposits and withdrawals from BSI's trust / custodial accounts, where Plaintiff’s Funds were deposited, confirm the fiduciary account structure designed by Evolve Bank and Solid. According to the BSI Complaint, reference codes for nearly every wire and ACH transaction that settled at Evolve Bank explicitly state that the transaction is "FBO BSI Group," i.e., for the benefit of BSI.

142. By structuring the accounts in such a manner, Evolve Bank accepted a fiduciary duty to BSI and Plaintiffs, therefore, was obligated to act in the best interest of BSI and Plaintiffs.

143. Evolve Bank repeatedly failed to act in the best interest of BSI and Plaintiffs and permitted multiple defalcations of the BSI USD trust / custodial accounts.

144. Evolve Bank failed to meet with BSI’s officials to discuss its concerns about their accounts, thereby continuing to violate its fiduciary duty to Plaintiffs.

145. Evolve Bank failed to honor BSI and IBS's requests as outlined in the Account Hold Letter, which ultimately resulted in the dissipation of the funds held for the benefit of Plaintiffs.

146. Evolve Bank closed BSI and IBS' accounts and misdirected funds that had been held for the benefit of Plaintiffs to a third party, William Samoska, who had no right to BSI and IBS' funds.

147. Further, when Evolve Bank closed EZBanc's accounts, Evolve Bank impermissibly and in violation of its fiduciary duty to BSI and IBS, transferred funds held for the benefit of BSI and IBS, which included Plaintiffs' Funds, to an EZBanc account at another financial institution.

148. Based on the foregoing, Plaintiffs have sustained damages collectively of $2,836,342.14, as detailed in paragraph 65 above, for the loss of their funds in BSI's account, as well as past, present and future loss of income, all of which were proximately caused by Evolve Bank.

149. Moreover, Evolve Bank recklessly disregarded the consequences of its actions and failures to act, from which malice may be inferred.

150. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT X - CONSTRUCTIVE FRAUD AGAINST EVOLVE BANK**

151. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-150 of their Complaint as if fully set forth herein.

152. Evolve Bank held and maintained funds for the benefit of BSI, which included Plaintiffs' Funds, which created a special, confidential relationship.

153. Evolve Bank, through its false representations of material facts and material omissions to act when it had a duty to do so, wrongfully disposed of such funds on multiple occasions.

154. Evolve Bank wrongfully disposed of BSI's funds, which included Plaintiffs' Funds, when it closed BSI and IBS' accounts and transferred the funds to William Samoska, a lawyer purportedly representing EZBanc.

155. Evolve Bank wrongfully disposed of BSI and IBS' funds when it closed EZBanc's accounts and transferred BSI and IBS' funds, including Plaintiffs' Funds, to another financial institution for the benefit of EZBanc, despite actual and constructive knowledge that BSI and IBS' funds were held and maintained in the EZBanc accounts.

156. Evolve Bank's actions, including but not limited to its continual disregard for BSI, IBS and Plaintiffs' rights and repeated failure to cooperate with BSI, are unconscionable.

157. The relationship between Evolve Bank and BSI became a confidential, special relationship, particularly here given the convoluted BaaS structure Evolve Bank employed to solicit new clients, gather deposits, and generate fee income for Evolve Bank.

158. The BaaS structure created and facilitated by Evolve Bank permitted unauthorized third parties to operate technology interfaces that resulted in electronic fund transfers of bank customer deposits.

159. Evolve Bank then abdicated its responsibilities and duties by using the BaaS structure as a shield to communicate directly with its account holders and act in accordance with their instructions.

160. Evolve Bank materially misrepresented their ability or inability to address BSI and IBS' concerns regarding their Evolve Bank accounts, instead redirecting BSI to Solid as the manager of the account.

161. Moreover, Evolve Bank failed to disclose material facts and had a duty to provide clear and accurate information to BSI and IBS about their accounts and the mechanisms available to prevent additional transfers.

162. BSI and IBS justifiably relied on the representations made by Evolve Bank and attempted to obtain support from Solid, Evolve Bank's agent and the purported account manager of its' accounts.

163. Evolve Bank failed to honor BSI and IBS' requests as outlined in the Account Hold Letter, which ultimately resulted in the dissipation of the funds held for the benefit of BSI, and through BSI and Crossbarfx, to Plaintiffs.

164. Evolve Bank closed BSI and IBS' accounts and misdirected funds that had been held for the benefit of BSI and IBS to a third party, William Samoska, who had no right to BSI and IBS' funds.

165. Further, when Evolve Bank closed EZBanc's accounts, Evolve Bank impermissibly and in violation of its fiduciary duty to BSI and IBS transferred funds held for the benefit of BSI and IBS, including Plaintiffs' Funds, to an EZBanc account at another financial institution.

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166. Evolve Bank had an obligation to hold and maintain all such funds for the benefit of BSI and IBS, which included Plaintiffs Funds.

167. As a result, Plaintiffs have sustained damages of $2,836,342.14, as well as past, present and future loss of income, all of which were proximately caused by Evolve Bank.

168. Moreover, Evolve Bank recklessly disregarded the consequences of its actions and failures to act, from which malice may be inferred.

169. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT XI - FAULT OR NEGLIGENCE AGAINST DIRECTORS AND/OR OFFICERS OF EVOLVE BANK, D, E AND F**

170. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-169 of their Complaint as if fully set forth herein.

171. Article 1536 of the Puerto Rico Civil Code provides that anyone that causes damages to another by fault or negligence is liable for any damages caused.

172. Directors and/or Officers of Evolve Bank, willfully or negligently failed to honor BSI and IBS' requests as outlined in the Account Hold Letter, which ultimately resulted in the dissipation of the funds held for the benefit of BSI, and through BSI and Crossbarfx, to Plaintiffs.

173. Directors and/or Officers of Evolve Bank, willfully or negligently failed to timely and properly investigate BSI's claims regarding its account.

174. Directors and/or Officers of Evolve Bank, willfully or negligently processed or allowed to be processed the four unauthorized transfers of BSI/IBS funds to an EZBanc

account after receiving written notice on December 23, 2022 from BSI/IBS that no further transfers should be made from BSI/IBS accounts without direct approval of the destination by BSI/IBS.

175. Directors and/or Officers of Evolve Bank, willfully or negligently failed to freeze EZBanc accounts holding BSI/IBS's funds after it was advised of the unauthorized transactions.

176. Directors and/or Officers of Evolve Bank, willfully or negligently allowed or failed to stop the transfer of the balance of the BSI account to the EZBanc account upon closure of the BSI account, despite knowing of BSI's claims of fraud by EZBanc and BSI's express written directive to send the remaining account funds to a designated financial institution.

177. Directors and/or Officers of Evolve Bank, willfully or negligently ordered or allowed the closing of the EZBanc accounts with Evolve Bank that contained Plaintiffs' Funds and transferring the funds out of Evolve Bank to another financial institution.

178. Directors and/or Officers of Evolve Bank, willfully or negligently allowed EZBanc, an unlicensed money transmitter, to have authority over BSI’s trust / custodial accounts at Evolve Bank.

179. Directors and/or Officers of Evolve Bank, wilfully or negligently failed to properly perform customary compliance checks on EZBanc and its President, Gregory Donahue f/k/a Mancuso, before allowing EZBanc to process transactions on accounts held at Evolve Bank.

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180. Directors and/or Officers of Evolve Bank, wilfully or negligently failed to implement safe and sound risk management and compliance protocols to avoid unauthorized transfers of account holder funds.

181. Directors and/or Officers of Evolve Bank, willfully or negligently and in conspiracy with EZBanc and its Directors and/or Officers, including Gregory Donahue, f/k/a Gregory Mancuso; and/or Solid and/or its Directors and Officers transferred or allowed the monies in the BSI/IBS trust / custodial accounts, which included Plaintiffs' Funds, to be transferred from Evolve Bank to other banks.

182. As a direct and proximate result of Directors and/or Officers of Evolve Bank's willful or negligent actions, Plaintiffs have suffered compensatory damages, including, but not limited to, Tolomeo International: $725,073.15; Tolomeo Limited: $1,139,705.10; and Vauban: $971,563.89, due to Plaintiffs' Funds being transferred to EZBanc and funds returned to Evolve Bank since the account closure.

183. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT XII – FAULT OR NEGLIGENCE AGAINST SOLID**

184. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-183 of their Complaint as if fully set forth herein.

185. Article 1536 of the Puerto Rico Civil Code provides that anyone that causes damages to another by fault or negligence is liable for any damages caused.

186. Solid had control and authority over BSI and IBS's accounts at Evolve Bank.

187. Solid developed technology and integrated that technology into Evolve Bank's backend systems to facilitate account opening and electronic fund transfers.

188. Solid failed to perform adequate KYC on EZBanc.

189. Solid impermissibly and negligently delegated to EZBanc the control and authority Solid had over BSI's account, which was held and maintained at Evolve Bank.

190. By accepting the responsibility to onboard clients, manage a ledger of transactions and balances, and operate the technical interfaces between account holders and Evolve Bank, Solid had, at a minimum, a duty of ordinary care to BSI.

191. Solid breached its duty to exercise ordinary care and was thereby negligent in one or more of the following respects:

A. Allowing EZBanc, an unlicensed money transmitter, whose President was barred by FINRA, to open accounts and control customer funds on its platform;

B. Failing to timely and properly investigate BSI and IBS' complaints regarding their accounts;

C. Failing to institute sufficient safety and security protocols to prevent EZBanc from making unauthorized transactions on BSI's account;

D. Failing to suspend transactions by EZBanc after it was advised of the unauthorized transactions; and

E. Authorizing accounts with Evolve Bank that contained Plaintiffs' Funds to be transferred out of Solid' s platform.

192. Solid, together with its Directors and/or Officers, willfully or negligently and in conspiracy with EZBanc and its Directors and/or Officers, including Gregory Donahue,

f/k/a Gregory Mancuso; and/or Evolve Bank and/or its Directors and Officers, transferred or allowed the monies in the BSI/IBS trust / custodial accounts, which included Plaintiffs' Funds, to be transferred from Evolve Bank to other banks.

193. Based on the foregoing, Plaintiffs have sustained damages of $2,836,342.14 as well as past, present and future loss of income, all of which were proximately caused by Solid.

194. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT XIII - CONSTRUCTIVE FRAUD AGAINST SOLID**

195. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-194 of their Complaint as if fully set forth herein.

196. Solid opened accounts for BSI at Evolve Bank, managed a software platform that had direct access to Evolve' s backend systems for electronic transfers and transaction records, and maintained a ledger of account balances held for the benefit of BSI and through BSI for Plaintiffs, which collectively created a special, confidential relationship with BSI, Crossbarfx and Plaintiffs.

197. As the agent of Evolve Bank, Solid further delegated the agency relationship and its authority to EZBanc, permitting EZBanc to operate a white-labeled version of Solid's software platform that directly accessed Evolve Bank's backend systems for electronic transfers and transaction records.

198. Solid, through its false representations of material facts and material omissions to act when it had a duty to do so, wrongfully disposed of Plaintiffs' Funds on multiple occasions.

199. Solid wrongfully disposed of Plaintiffs' Funds when it authorized the transfer of funds to William Samoska, a lawyer purportedly representing EZBanc.

200. Solid wrongfully facilitated the transfer of Plaintiffs' Funds when closing EZBanc's accounts and assisted in the transfer of Plaintiffs' Funds to another financial institution for the benefit of EZBanc, despite actual and constructive knowledge that BSI's funds, which contained Plaintiffs' Funds, were held and maintained in the EZBanc accounts.

201. Solid's actions, including but not limited to its continual disregard for Plaintiffs' rights and repeated failure to cooperate with BSI, are unconscionable.

202. The relationship between Solid and BSI became a confidential, special relationship, particularly here given the convoluted BaaS structure Solid created with Evolve Bank as its agent and EZBanc.

203. The BaaS structure supported by Solid's technology permitted unauthorized third parties to operate technology interfaces that resulted in electronic fund transfers of bank customer deposits.

204. Solid then ignored BSI's communications and redirected BSI to Solid's agent, EZBanc.

205. Solid materially misrepresented its ability or inability to address BSI's concerns regarding their accounts, instead redirecting BSI to EZBanc as Solid's delegated agent.

206. Moreover, Solid failed to disclose material facts and had a duty to provide clear and accurate information to BSI about their accounts and the mechanisms available to prevent additional transfers.

207. As a result, Plaintiffs have sustained damages of $2,836,342.14, as well as past, present and future loss of income, all of which were proximately caused by Solid.

208. Moreover, Solid recklessly disregarded the consequences of its actions and failures to act, from which malice may be inferred.

209. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

**COUNT XIV - NEGLIGENCE AGAINST BSI**

210. Plaintiffs reincorporate and reallege each and every fact and allegation in paragraphs 1-209 of their Complaint as if fully set forth herein.

211. Article 1536 of the Puerto Rico Civil Code provides that anyone that causes damages to another by fault or negligence is liable for any damages caused.

212. BSI failed to perform adequate investigation on EZBanc and its manager.

213. BSI impermissibly and negligently delegated to EZBanc the control and authority over BSI's account, which was held and maintained at Evolve Bank.

214. By accepting the responsibility to onboard clients, manage a ledger of transactions and balances, at a minimum, a duty of ordinary care to Plaintiffs.

215. BSI breached its duty to exercise ordinary care and was thereby negligent in one or more of the following respects:

A. Allowing EZBanc, an unlicensed money transmitter, whose President was barred by FINRA, to open accounts and control BSI's customer funds on its platform;

B. Failing to institute sufficient safety and security protocols to prevent EZBanc from making unauthorized transactions on BSI's account.

216. Based on the foregoing, Plaintiffs have sustained damages of $2,836,342.14 as well as past, present and future loss of income, all of which were caused by all Defendants.

217. Tolomeo International and Vauban, Puerto Rico Banks, suffered these damages in Puerto Rico. Tolomeo International, an Antigua Bank, suffered these damages in Antigua.

218. Plaintiffs are entitled to judgment against Defendants, jointly and severally, for all damages sustained and the damages exceed the minimum amount required for diversity of citizenship jurisdiction in this Court, exclusive of interest and costs.

219. Plaintiffs demand a jury trial for all issues so triable.

WHEREFORE, Plaintiffs, pray this Honorable Court for the following relief:

A. Judgment against EZBanc, Solid and Evolve, and the named Directors and/or officers of each corporation, jointly and severally, in the amount of $2,836,342.14 for the wrongfully converted funds;

B. Judgment for an award of punitive damages against EZBanc, Solid and Evolve Banc, and the named Directors and/or officers of each corporation, jointly and severally in an amount to be determined by the finder of fact;

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C. Judgment against BSI for negligence failed to perform adequate investigation on EZBanc and its manager;

D. Judgment against Evolve Bank for disgorgement of the fees and expenses and profits earned by Evolve during the period of time when Plaintiffs' moneys in BSI's accounts were held and maintained by Evolve Bank;

E. Imposition of a constructive trust upon funds which the Court finds should have been returned by Evolve Bank to Plaintiffs;

F. Pre-judgment interest on any judgment entered herein;

G. Jury trial for all issues so triable; and

H. For an award of costs and such other and further relief as this Court deems just and proper.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 1st day of May 2024.

SÁNCHEZ/LRV LLC
Counsel for Plaintiffs
P.O. Box 11917
San Juan, PR 00922-1917
(787) 522-6776
(787) 522-6777

/s/ Gustavo J. Viviani Meléndez
Gustavo J. Viviani Meléndez
USDC-PR 229513
gviviani@sanchezlrv.com

/s/ Alicia I. Lavergne Ramírez
Alicia I. Lavergne Ramírez
USDC-PR 215112
alavergne@sanchezlrv.com

# EXHIBIT E

## DPR Litigation Dismissal Opinion and Order

**THE UNITED STATES DISTRICT COURT**
**FOR THE DISTRICT OF PUERTO RICO**

**VAUBAN INTERNATIONAL BANK CORPORATION ET AL,**

**Plaintiffs,**

**v.**

**EZBANC CORP, ET AL,**

**Defendants.**

**Civ. No. 24-1199 (ADC)**

## OPINION AND ORDER

Plaintiffs Tolomeo Bank International Corp. ("Tolomeo Corp."), Tolomeo Bank Limited ("Tolomeo Ltd."), and Vauban International Bank Corporation ("Vauban Bank") (the "bank plaintiffs") filed a complaint against BSI Group LLC ("BSI"), EZBanc Corp. and its Directors and Officers ("EZBanc"), EZBanc's President, Gregory Donahue ("Donahue"), Evolve Bank & Trust and its Directors and Officers ("Evolve Bank"), Solid Financial Technologies, Inc., its Chief Executive Officer, Arjun Thyagarajan, its President, Raghav Lal, and its Directors and Officers ("Solid Tech," and collectively with other defendants, the "defendants"). **ECF No. 1**. The bank plaintiffs purport to have filed the complaint with Crossbarfx Ltd. ("Crossbarfx") (together with the bank plaintiffs, the "plaintiffs").[1] The complaint alleges thirteen causes of action relating to

[1] The Court does not accept Crossbarfx as an "involuntary plaintiff" in this case. **ECF No. 90**, at 4. On April 15, 2025, the Court ordered the bank plaintiffs to show cause as to why Crossbarfx Ltd. should not be dismissed as a mis-joined plaintiff pursuant to Fed. R. Civ. P. 21. **ECF No. 89**. Bank plaintiffs responded to the request on April 25, 2025, opining that Crossbarfx should be treated as an involuntary plaintiff. **ECF No. 90**, at 4. The Court notes,

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alleged unauthorized withdrawal of funds deposited with co-defendant, Evolve Bank. *Id*. All defendants moved to dismiss the complaint based on, *inter alia*, lack of personal jurisdiction. **ECF Nos. 28**, **30**, **37**, and **63**. Additionally, pending before the Court is Solid Tech's motion for judicial notice. **ECF No. 29**.

For the reasons discussed below, the defendants' motions to dismiss are **GRANTED** and plaintiffs' claims are **DISMISSED WITHOUT PREJUDICE**. Solid Tech's motion for judicial notice is **MOOT**.

## I. Factual and Procedural Background

At the outset, it is abundantly clear that plaintiffs cobbled together their allegations almost entirely from another proceeding filed in the Eastern District of Arkansas by defendant BSI against co-defendants Evolve Bank, EZBanc, and Solid Tech. *See* **ECF No. 1**, ¶ 36. Although the Court found several of plaintiffs' allegations to be unclear and contradictory, it nevertheless strives to provide a cohesive recitation of facts below.

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however, that if an absentee party is within the jurisdiction of the Court, then they must be served with process as a defendant; the plaintiff may then request that the Court realign the party as a plaintiff. *See* 7 Fed. Prac. & Proc. Civ. § 1606 (3d ed.). Joinder of an involuntary plaintiff is only acceptable when a "person is beyond the jurisdiction of the court, and is notified of the action, but refuses to join" and when the "party sought to be joined has a **duty to allow plaintiff to use his [or her] name in the action**," most commonly in patent and copyright cases. *Id* (emphasis added). The bank plaintiffs summarily and inexplicably state that Crossbarfx is "without the jurisdiction of this Court." **ECF No. 90**, at 5. Yet the bank plaintiffs have a contract with Crossbarfx, and therefore it remains entirely unclear why they could not serve process on Crossbarfx to bring them within the jurisdiction of the Court or sue them in another forum. *See* **ECF No. 1**, at ¶¶ 21-23. Ultimately, however, because the Court dismisses the complaint as to all defendants, it need not further address the issue of Crossbarfx's improper joinder.

*A. The Parties*

On March 1, 2024, plaintiffs filed the complaint under this Court's diversity jurisdiction against BSI, EZBanc, Donahue, Evolve Bank, and Solid Tech. **ECF No. 1**. Plaintiffs Tolomeo Corp. and Vauban Bank are Puerto Rico based entities. *Id.*, ¶¶ 2-3. Plaintiff Tolomeo Ltd. is based in Antigua and Barbuda. *Id.*, ¶ 4. Plaintiff Crossbarfx is based in England and Wales. *Id.*, ¶ 5. Defendant BSI is a Delaware limited liability company with its principal place of business in Missouri. **ECF No. 37**, ¶ 7. Defendant Evolve Bank is an Arkansas corporation with its principal place of business in Tennessee. **ECF No. 30**, at 4. Defendant EZBank is incorporated and has its principal place of business in Montana. *Id.*, ¶ 7. Defendant Solid Tech is a Delaware company with its principal place of business in California. **ECF No. 28**, at 2. Defendant Donohue is a Texas resident. **ECF No. 63**, at 2.

*B. The Allegations*

Plaintiffs' complaint alleges: (i) conversion against EZBanc and Evolve Bank, *id.*, ¶¶ 75-81, 109-115; (ii) unjust enrichment against EZBanc and Evolve Bank, *id.*, ¶¶ 82-87, 116-121; (iii) negligence against EZBanc, Donahue, Evolve Bank, Solid Tech, and BSI, *id.*, ¶¶ 88-108, 122-35, 170-94, 210-17; (iv) constructive fraud against Evolve Bank and Solid Tech, *id.*, ¶¶ 151-69, 195-209; and (v) breach of fiduciary duties against Evolve Bank, *id.*, ¶¶ 136-50.

The bank plaintiffs all provide multi-currency account services to their international customers. **ECF No. 1**, ¶ 20. As part of providing such services, the bank plaintiffs entered into foreign exchange and payment services contracts with Crossbarfx in February 2019, April 2021, and January 2019. *Id.*, ¶¶ 21-23. Crossbarfx subsequently established three U.S. dollar-denominated accounts with defendant BSI, a software and financial services company, at various U.S. banks, including an account with defendant, Evolve Bank. *Id*., ¶¶ 25-32. The bank plaintiffs operated business with Crossbarfx "without incident" until mid-December 2022. *Id.* ¶ 26. On January 17, 2023, Crossbarfx allegedly "informed Plaintiffs that payments made via Evolve Bank had been returned," and services from Evolve Bank were intermittent. *Id*., ¶¶ 26, 35.

Plaintiffs learned on May 26, 2023, that defendant BSI had filed a lawsuit against Evolve Bank, EZBanc, and Solid Tech in the U.S. District Court for the Eastern District of Arkansas. **ECF No. 1**, ¶¶ 36-38 (the "Arkansas BSI Complaint"). Through the Arkansas BSI Complaint, plaintiffs in the instant case learned of alleged asset mismanagement by Evolve Bank and EZBanc, including an "unauthorized transfer . . . from the same USD Account in which [funds of plaintiffs in the instant case] were held and transferred to EZBanc's account at Evolve Bank" on December 29, 2022. *Id*., ¶¶ 53-55. Based on details from the Arkansas BSI Complaint, plaintiffs' complaint discusses several interactions among defendants, some of which appear to have no connection to plaintiffs' transactions with Crossbarfx, and Crossbarfx's accounts with defendants. *Id*., ¶¶ 48-68. Plaintiffs do claim in relevant part, however, that the alleged mismanagement detailed in the Arkansas BSI Complaint resulted in "payments made by Plaintiffs to Crossbarfx's bank accounts with BSI . . . not [being] returned by Evolve or BSI to Crossbarfx," and therefore a claimed loss of $725,073.15 to Tolomeo Corp., $1,139,705.10 to

Tolomeo Ltd., and $971,563.89 to Vauban Bank. *Id.*, ¶¶ 67-72. Plaintiffs appear to allege that EZBanc is holding the funds they deposited with Crossbarfx. *Id.*, ¶ 72-74. Plaintiffs, however, have not alleged whether they have requested that EZBanc or Crossbarfx return the funds to them. *See id.*, ¶ 72-74.

*C. The Procedural History*

Defendants filed motions to dismiss on several grounds, including lack of personal jurisdiction pursuant to Fed. R. Civ. P. 12(b)(2), improper venue under Fed. R. Civ. P. 12(b)(3), failure to state a claim under Fed. R. Civ. P. 12(b)(6), and lack of standing under Article III of the U.S. Constitution. **ECF No. 28** (July 8, 2024) (Solid Tech); **ECF No. 30** (July 8, 2024) (Evolve Bank); **ECF No. 37** (July 22, 2024) (BSI); **ECF Nos. 47** (August 22, 2024)**, 63** (Sept. 18, 2024) (Donahue).

The Court entered default against EZBanc on August 28, 2024, after EZBank failed to appear, answer the complaint, or otherwise proffer any defense. **ECF No. 48**.

Plaintiffs filed an omnibus opposition to Evolve Bank, Solid Tech, and BSI's respective motions to dismiss on August 21, 2024, **ECF No. 40**, and an opposition to Donahue's motion to dismiss on October 9, 2024, **ECF No. 77**. Defendants timely replied. **ECF No. 58** (Sept. 10, 2024) (Evolve Bank); **ECF No. 59** (Sept. 11, 2024) (Solid Tech); **ECF No. 61** (Sept. 11, 2024) (BSI). Plaintiffs surreplied. **ECF No. 66** (Sept. 25, 2024) (Evolve Bank); **ECF No. 72** (Sept. 27, 2024) (Solid Tech); **ECF No. 73** (Sept. 27, 2024) (BSI). Evolve Bank, with leave of the Court, sursurreplied. **ECF No. 80** (Oct. 28, 2024).

## II. Legal Standard

A defendant may move to dismiss a complaint for lack of personal jurisdiction under Fed. R. Civ. P. 12(b)(2). In reviewing motions brought under Fed. R. Civ. P. 12(b)(2), the court "take[s] specific facts affirmatively alleged by the plaintiff as true (whether or not disputed) and construe[s] them in the light most congenial to the plaintiff's jurisdictional claim." *Negrón-Torres v. Verizon Commc'ns, Inc.*, 478 F.3d 19, 23 (1st Cir. 2007) (citing *Mass. Sch. of Law, Inc. v. Am. Bar Ass'n*, 142 F.3d 26, 34 (1st Cir. 1998)). Additionally, the court can consider "facts put forward by the defendants, to the extent that they are uncontradicted." *Id*.

In evaluating a motion to dismiss for lack of personal jurisdiction, a court may apply one of several standards. *Adelson v. Hananel*, 510 F.3d 43, 48 (1st Cir. 2007). The most conventional standard to apply at an early stage of the case is the *prima facie* standard, where the court determines personal jurisdiction without holding an evidentiary hearing and taking the allegations in plaintiffs' complaint and responsive filings, as well as defendant's proffered facts, as true. *Phillips v. Prairie Eye Ctr.*, 530 F.3d 22, 26 (1st Cir. 2008) (quoting *Daynard v. Ness, Motley, Loadholt, Richardson & Poole, P.A.*, 290 F.3d 42, 51 (1st Cir. 2002)). Plaintiff bears the burden of demonstrating that the court has personal jurisdiction. *LP Sols. LLC v. Duchossois*, 907 F.3d 95, 102 (1st Cir. 2018).

## III. Discussion

Defendants all argue, among numerous other bases for dismissal, that the Court cannot exercise personal jurisdiction over them, particularly because the allegedly harmful conduct did not occur in Puerto Rico. *See* **ECF No. 28**, at 7-12 (Solid Tech); **ECF No. 30** (Evolve), at 7-12; **ECF No. 37** (BSI), at 7-13; **ECF No. 63** (Donahue), at 4-5. Regardless of the merits of defendants' other arguments for dismissal, the Court must dismiss the complaint on the jurisdictional basis of Fed. R. Civ. P. Rule 12(b)(2). It is basic law that a court must have personal jurisdiction over the parties to hear a case, "that is, the power to require the parties to obey its decrees." *United States v. Swiss Am. Bank, Ltd.*, 274 F.3d 610, 617 (1st Cir. 2001) (citing *United States v. Swiss Am. Bank, Ltd.*, 191 F.3d 30, 35 (1st Cir. 1999)). Lack of personal jurisdiction is the central flaw in plaintiffs' complaint.

A. **Personal Jurisdiction**

This case comes to this Court through diversity jurisdiction. **ECF No. 1**, ¶ 2. In diversity cases, the constitutional limits of personal jurisdiction are fixed by the Fourteenth Amendment, which dictates that "the exercise of personal jurisdiction must be both authorized by state statute and permitted by the Constitution." *LP Sols.*, 907 F.3d at 102; *Swiss Am. Bank*, 274 F.3d at 618. In Puerto Rico, the "long-arm statute is coextensive with the reach of the Due Process Clause." *Carreras v. PMG Collins, LLC*, 660 F.3d 549, 552 (1st Cir. 2011).

Consistent with the Due Process Clause, the defendant must have "minimum contacts" with the forum state "such that the maintenance of the suit does not offend traditional notions of fair play and substantial justice." *Negrón-Torres*, 478 F.3d at 24 (quoting *Int'l Shoe Co. v. Wash., Off. of Unemployment*, 326 U.S. 310, 316 (1945)). There are two types of personal jurisdiction, general and specific. *Id*. General jurisdiction is based on the defendant's "continuous and systematic activity, unrelated to the suit, in the forum state." *Negrón-Torres* 478 F.3d at 25. It is undisputed, and therefore conceded, by plaintiffs that the Court cannot exercise general jurisdiction over defendants. *See* **ECF 40**, at 6.

Specific jurisdiction occurs "where the cause of action arises directly out of, or relates to, the defendant's forum-based contacts." *United Elec., Radio & Mach. Workers of Am. v. 163 Pleasant St. Corp.*, 960 F.2d 1080, 1088–89 (1st Cir. 1992). The First Circuit Court of Appeals conducts the specific jurisdiction inquiry based on a three-pronged test: (1) relatedness, (2) purposeful availment, and (3) reasonableness. *Copia Commc'ns, LLC v. AMResorts, L.P.*, 812 F.3d 1, 4 (1st Cir. 2016). For a finding of personal jurisdiction, all three prongs must be satisfied. *A Corp. v. All Am. Plumbing, Inc.*, 812 F.3d 54, 59 (1st Cir. 2016).

The first prong – relatedness – analyzes whether the nexus of plaintiff's claims is sufficiently related to the defendant's forum-based activities. *Phillip*, 530 F.3d at 27. Although the relatedness inquiry "is a relaxed standard, it nevertheless requires [the Court] to hone in on the relationship between the defendant and the forum." *A Corp.*, 812 F.3d at 59 (internal quotation marks omitted). The cause of action "must directly arise out of the specific contacts between the defendant and the forum state." *Phillips Exeter Acad. v. Howard Phillips Fund*, 196 F.3d 284, 290 (1st Cir. 1999). The standard differs, depending on whether the plaintiff is alleging a tort or contract claim. *Mass. Sch. of L. at Andover, Inc. v. Am. Bar Ass'n*, 142 F.3d 26, 35 (1st Cir. 1998); *Rodriguez v. Dixie S. Indus., Inc.*, 113 F. Supp. 2d 242, 251 (D.P.R. 2000). For a contract claim, the inquiry is whether the defendant's forum-based activities were instrumental in the formation of the contract or in its breach. *Mass. Sch. of L. at Andover*, 142 F.3d at 35; *Burk v. Morchower*, No.

CV 14-1557 (GAG), 2016 WL 1171509, at *5 (D.P.R. Mar. 23, 2016). For a tort claim, the inquiry "focuses on whether the defendant's in-forum conduct caused the injury or gave rise to the cause of action," that is, whether the injury would have occurred but for the defendant's forum state activity. *Swiss Am. Bank*, 274 F.3d at 622.

The second prong, purposeful availment, requires that a defendant purposefully have directed out-of-state activity at the forum state. While the First Circuit has recognized a "natural blurring of the relatedness and purposeful availment inquiries in cases in which the alleged facts are less tangible than physical presence," *Phillips Exeter*, 196 F.3d at 289, the purposeful availment requirement "ensures that jurisdiction is not based on merely random, isolated or fortuitous contacts with the forum state." *Sawtelle v. Farrell*, 70 F.3d 1381, 1391 (1st Cir. 1995) (cleaned up); *Hynes v. Forde & O'Meara LLP*, No. CV 23-1140 (SCC-MDM), 2024 WL 3360377, at *12 (D.P.R. Mar. 15, 2024), *report and recommendation adopted*, No. CV 23-1140 (SCC), 2024 WL 3360378 (D.P.R. Mar. 26, 2024).

The third and final prong is reasonableness. Here, the court must assess whether jurisdiction is fair and reasonable based on what have been called the five "Gestalt factors," which include: "(1) the defendant's burden of appearing [in the forum state], (2) the forum state's interest in adjudicating the dispute, (3) the plaintiff's interest in obtaining convenient and effective relief, (4) the judicial system's interest in obtaining the most effective resolution of the controversy, and (5) the common interests of all sovereigns in promoting substantive social policies." *Baskin-Robbins Franchising LLC v. Alpenrose Dairy, Inc.*, 825 F.3d 28, 40 (1st Cir. 2016).

This third "reasonableness prong of the due process inquiry evokes a sliding scale: the weaker the plaintiff's showing on the first two prongs (relatedness and purposeful availment), the less a defendant need show in terms of unreasonableness to defeat jurisdiction." *Ticketmaster-New York, Inc. v. Alioto*, 26 F.3d 201, 210 (1st Cir. 1994).

Plaintiffs allege that this Court has specific jurisdiction over the defendants because "the controversy is related to or arises out of a defendant's contacts with the forum-state activities[,] . . . defendants' actions caused injury in Puerto Rico, where two of the Plaintiffs are domiciled," and because plaintiffs "are end users of [defendants'] services." **ECF No. 1**, ¶ 19; **ECF No. 40**, at 7.

The first, threshold prong of the tripartite test for specific jurisdiction is relatedness to the forum. *Swiss Am. Bank*, 274 F.3d at 622. The standard for relatedness is not – as plaintiffs incorrectly state in their complaint – whether plaintiffs used defendants' services and suffered an injury in the forum. The applicable test is whether the defendants' "in-forum conduct caused the injury." *Id*. Indeed, an "in-state injury alone is not sufficient under the Due Process Clause to prove relatedness for tort claims." *Vapotherm, Inc. v. Santiago*, 38 F.4th 252, 261 (1st Cir. 2022).

Here, plaintiffs have only alleged *injury* in Puerto Rico; they have not alleged that any allegedly tortious *conduct* occurred in Puerto Rico. Plaintiffs' allegations relate to Evolve Bank, EZBanc, Solid Tech, and Donahue's alleged mishandling plaintiffs' funds, all of which occurred outside of Puerto Rico. *See* **ECF No. 1**, ¶¶ 47, 53-54. The sole alleged connection to Puerto Rico is that Tolomeo Corp. and Vauban Bank suffered harm in Puerto Rico. *See, e.g.*, *id*., ¶ 81.

Moreover, plaintiffs allege that Tolomeo Ltd. suffered all damages in Antigua. *Id*. The allegations in plaintiffs' complaint of injury in Puerto Rico to plaintiffs Tolomeo Corp. and Vauban Bank alone are insufficient to find relatedness to the forum. *Swiss Am. Bank, Ltd.*, 274 F.3d at 625 ("We have wrestled before with this issue of whether the in-forum effects of extra-forum activities suffice to constitute minimum contacts and have found in the negative.").

"An affirmative finding on each of the three elements of the test is required to support a finding of specific jurisdiction." *Phillips Exeter Acad.*, 196 F.3d at 288. Plaintiffs have not proffered allegations such that their claim satisfies the threshold relatedness prong of the test, and this is fatal to plaintiffs' complaint. *See A Corp.*, 812 F.3d at 61-62; *Ticketmaster*, 26 F.3d at 210; *Puerto Rico Soccer League NFP, Corp. v. Federacion Puertorriquena de Futbol*, No. CV 23-1203 (RAM), 2025 WL 745010, at *8 (D.P.R. Mar. 7, 2025) (at the outset, necessitating a showing of a "nexus between [defendants'] claim and the defendant[s'] forum-based activities"). The Court therefore need not analyze whether defendants purposefully availed themselves of Puerto Rico or methodically march through each of the Gestalt factors to illustrate the lack of personal jurisdiction here.

## IV. Conclusion

In light of the foregoing, plaintiffs have failed to allege a factual basis in support of defendants' minimum contacts, and thus defendants are not subject to the jurisdiction of this forum. Since the Court lacks jurisdiction, its inquiry ends here. Accordingly, defendants' motions at **ECF Nos. 28**, **30**, **37**, and **63**, are hereby **GRANTED**, and the complaint is

**DISMISSED WITHOUT PREJUDICE**. The Clerk of Court shall enter judgment dismissing all claims accordingly.

**SO ORDERED**.

At San Juan, Puerto Rico, on this 23rd day of June 2025.

**S/AIDA M. DELGADO-COLÓN**
**United States District Judge**