

IN THE CIRCUIT COURT OF THE 5TH  
JUDICIAL CIRCUIT IN AND FOR LAKE  
COUNTY, FLORIDA

CASE NO. 35-2021-CA-000985-AXXX-XX

NEKTRA S.A., d/b/a COINFABRIK, an  
Argentinian entity

Plaintiff,

vs.

RAND LABS LLC, a Delaware limited liability  
company, *et. al.*,

Defendants.

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**MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT**

Plaintiff, NEKTRA S.A. d/b/a COINFABRIK (“Plaintiff” or “CoinFabrik”), by and through undersigned counsel and pursuant to Rule 1.190(a), Florida Rules of Civil Procedure, hereby files this Motion for Leave to file a Second Amended Complaint and in support thereof, states as follows:

**I. Preliminary Statement**

This case arises from a conspiracy and scheme by and among the Defendants to steal CoinFabrik’s assets and corporate opportunities, including intellectual property, trade secrets, products, clients, employees, and millions of dollars belonging to CoinFabrik – a scheme which was led by Garcia and implemented with the assistance of his co-conspirators, defendant Pablo Yabo (“Yabo”) and third-party Michel Dahdah (“Dahdah”). This scheme was not a simple one, it involved the creation of numerous entities including defendants Rand Labs Inc., Rand Labs LLC, and Borderless Capital LLC, and the cooperation of numerous individuals. However, it was not until Plaintiff was able to obtain extensive discovery and have the opportunity to depose some of

the scheme's participants, that CoinFabrik was able to better understand the extent of the scheme carried out against it, and the actions taken in furtherance of it.

Based on this evidence, Plaintiff's proposed amendment clarifies and adds certain factual allegations and amends the existing counts and their defendants' names therein. This amendment incorporates no new counts or parties.

## **II. Argument**

Rule 1.190 of the Florida Rules of Civil Procedure states that "a party may amend a pleading only by leave of court or by written consent of the adverse party. Leave of court shall be given freely when justice so requires." *See also Coladrea v. King*, 661 So.2d 1250 (Fla. 2d DCA 1995) ("It is an abuse of discretion to disallow amendment of a pleading unless it clearly appears the amendment would prejudice [the?] opposing party, the privilege to amend has been abused, or amendment would be futile"); *Anglo Am. Auto Auctions, Inc. v. Tuminello*, 732 So. 2d 1218, 1221 (Fla. 5th DCA 1999) ("Under the rule, a test of prejudice is the primary consideration in determining whether a motion for leave to amend should be granted, and leave to amend should not be denied unless the privilege has been abused or the pleading is clearly not amendable.") (citation omitted).

In the present case, the Defendants will not be prejudiced by the granting of this motion because Plaintiff does not seek to add any new counts or parties. Instead, the proposed Second Amended Complaint only clarifies factual allegations based on the evidence obtained since the filing of the Amended Complaint and amends the counts and certain defendants named therein. Such amendments are all based on the same conduct, transaction, and occurrence which is the basis of the Plaintiff's original pleading. *See El Toro Exterminator of Fla., Inc. v. Cernada*, 953 So. 2d 616, 618 (Fla. 3d DCA 2007) ("Leave to amend shall be freely given, particularly where

the amendment is based upon the same conduct, transaction and occurrence which is the basis of the plaintiff's original pleading.”) (citation omitted). Moreover, while leave to amend to conform to evidence may be granted at any time, even after judgment, *see* Fla. Stat. 1.190(b), the instant action is not scheduled to go to trial for another six months under the current Third Amended Stipulated Case Management Plan and Case Management Order (the “CMO”). Defendants have ample time to conduct discovery relating to any amended factual allegations because discovery does not close until October 31, 2023, pursuant to the CMO. As such, Defendants will suffer no prejudice as a result of the proposed Second Amended Complaint.

Additionally, Plaintiff has not abused its privilege to amend the complaint. Only one previous amended complaint has been filed, which was done so pursuant to this Court’s orders. Nor would Plaintiff’s proposed amendments be futile. The proposed Second Amended Complaint adequately alleges all claims against each of the Defendants, as this Court has already found in denying Defendants’ numerous Motions to Dismiss the Amended Complaint. Again, the proposed Second Amended Complaint merely clarifies certain factual allegations in support of the existing claims.

### **III. Conclusion**

WHEREFORE, Plaintiff respectfully requests that this Court enter an Order: (i) granting it leave to amend to file its proposed Second Amended Complaint, and (ii) accepting as filed, Plaintiff’s Second Amended Complaint, a copy of which is annexed hereto as Exhibit “1.”

Dated: August 2, 2023

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on August 2, 2023, a true and correct copy of the foregoing was furnished, either via transmission of Notices of Service of Court Document generated by the E-Portal or in some other authorized manner for those counsel or parties who are excused from e-mail service.

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# EXHIBIT 1

IN THE CIRCUIT COURT OF THE 5TH  
JUDICIAL CIRCUIT IN AND FOR LAKE  
COUNTY, FLORIDA

NEKTRA S.A., d/b/a COINFABRIK, an Argentinean entity. CASE NO.: 35-2021-CA-000985-AXXX-XX

Plaintiff,

vs.

RAND LABS LLC, a Delaware limited liability company; RAND LABS INC., a Panamanian Corporation; BORDERLESS CAPITAL, LLC f/k/a ALGO CAPITAL, LLC, a Delaware Limited Liability Company; DAVID GARCIA a/k/a DAVID ELIAS HORACIO GARCIA, an individual; and PABLO YABO, an individual

Defendants.

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**SECOND AMENDED CIVIL COMPLAINT**

Plaintiff NEKTRA S.A. d/b/a COINFABRIK, by and through undersigned counsel, hereby sues Defendants RAND LABS LLC, RAND LABS INC., BORDERLESS CAPITAL, LLC, DAVID GARCIA, and PABLO YABO for damages. In support thereof, Plaintiff alleges as follows:

**INTRODUCTION**

1. Garcia, a Florida resident, orchestrated a conspiracy to steal Plaintiff CoinFabrik's intellectual property, technology, and lucrative business opportunities to enrich himself and his co-conspirators. In early 2018, Garcia, Pablo Yabo (the vice president, director, and 50% shareholder of CoinFabrik), and Michel Dahdah decided to devote their careers to a new digital currency platform, Algorand and its currency, the Algo. They planned to get in on the ground floor of the Algorand technology and become the masters of it in order to become the go-to group for anyone who wanted to use the Algo or the Algorand platform. From the seat of the conspiracy

in Lake County, Florida, Garcia disseminated false statements to CoinFabrik through its president, Sebastian Wain, provided funding to launch the scheme, recruited and paid Yabo in order to obtain unfettered access to CoinFabrik and its expertise in digital currency technology, employees, and trade secrets, and recruited Dahdah to assist in raising capital and managing the technology. Garcia used numerous entities he controlled to carry out the scheme. But the expertise Garcia needed to service the new cryptocurrency platform Algorand had created was held by CoinFabrik, and so he needed CoinFabrik until a new entity could be created and up and running that could take over from CoinFabrik its role as technology servicer for all things Algorand. To execute their scheme, the three formed several entities, including Rand Labs Rand Labs LLC and Rand Labs Inc.

2. Like Garcia and Dahdah, these entities are, according to their public statements, headquartered in Florida. They have no physical office and operate through their officers (Garcia, Dahdah, and Yabo), two of whom reside in Florida. Garcia aided and encouraged Yabo to use his position as vice president of CoinFabrik to transfer to the Rand Labs entities all the lucrative work CoinFabrik was doing relating to Algorand and the Algo. Yabo hid his intentions from his long-time friend and partner, Wain, lying to Wain that “Rand Labs” was simply a brand name under which CoinFabrik would do the Algorand-related work. Yabo also hid from Wain the true value of the work CoinFabrik was doing relating to Algorand. By the time Wain learned of the scheme, it was too late: Garcia, Yabo, and Dahdah had stolen CoinFabrik’s trade secrets, intellectual and other proprietary property related to Algorand and the Algo, stolen many of CoinFabrik’s employees or contractors, and usurped for themselves all of the Algorand-related business opportunities CoinFabrik had worked for years to obtain. To add insult to injury, the co-conspirators, led by Garcia, ensured they controlled the delivery of the Algos that Algorand

transferred as payments, and using its control over the delivery diverted tens of millions of Algos that Algorand had earmarked for CoinFabrik as compensation for its work for Algorand.

### **THE PARTIES**

3. This is an action for damages in excess of fifty-thousand dollars (\$50,000.00), exclusive of interest, attorneys' fees, and costs.

4. Nektra S.A. is a corporation organized under the laws of the Republic of Argentina. Nektra S.A. currently does business as CoinFabrik, and will hereinafter be referred to as "Nektra" or "CoinFabrik," depending on the time period at issue.

5. Rand Labs LLC is a Delaware limited liability company with a principal place of business in Miami, Florida, which was previously known as Algo Fabrik LLC. Rand Labs LLC has decentralized global operations and no physical office, with employees, directors, and officers working remotely from multiple locations, including in Florida where it is headquartered. In addition, Rand Labs LLC does business globally, including in Florida.

6. Rand Labs Inc. is a Panamanian corporation with a principal place of business in Miami and an office in Lake County, Florida. Rand Labs Inc. is an affiliate of and related to Rand Labs LLC. Upon information and belief, Rand Labs Inc. shares various business functions with Rand Labs LLC. Rand Labs Inc. has decentralized global operations and no physical office, with employees, directors, and officers working remotely from multiple locations, including in Lake County and Miami-Dade County, Florida. Upon information and belief, Rand Labs Inc. operates from multiple locations, and does business globally including from Florida and, together with Rand Labs LLC, is headquartered in Miami, Florida.



7. The officers and owners of Rand Labs Inc. and Rand Labs LLC are defendants David Garcia, Pablo Yabo, and non-party Michel Dahdah. In their public statements, Garcia, Yabo, and Dahdah refer only to “Rand Labs” and do not distinguish between the two entities.

8. David Garcia (“Garcia”) is an individual who was a resident of Lake County, Florida at the time this action was filed and was served with service of process in Lake County. Garcia is an officer and director of Rand Labs Inc., and a managing member of Borderless Capital, LLC.

9. Pablo Yabo (“Yabo”) is an individual who resides in Buenos Aires, Argentina. Yabo is an officer, owner, and director of Rand Labs Inc. and Rand Labs LLC. At all relevant times, Yabo was a 50% shareholder, director, and vice president of Nektra. Upon information and belief, Yabo owns property in Florida and carries on business in the United States, including in Florida.

10. Borderless Capital LLC, formerly known as Algo Capital, is a Delaware limited liability company which at the time this action commenced had a principal place of business in Lake County, Florida and headquartered in Miami-Dade County, Florida. Borderless Capital conducts business throughout the United States, including in Florida.

11. All conditions precedent to the filing of this action have been performed, waived, or otherwise satisfied.

### **JURISDICTION AND VENUE**

12. The Court has subject matter jurisdiction over the action pursuant to Section 26.012 (2)(a), Florida Statutes.

13. The Court has personal jurisdiction over defendants Garcia, Rand Labs LLC, Rand Labs Inc., and Borderless Capital LLC pursuant to Section 48.193(1)(a)(1) because each of them operate, conduct, engage in, or carry on a business or business venture in the state of Florida or

have an office or agency in the state of Florida. The Court has personal jurisdiction over defendants Rand Labs LLC, Rand Labs Inc., Borderless Capital LLC, Garcia, and Yabo pursuant to Section 48.193(1)(a)(2) because, as detailed below, each of them committed a tortious act within the State of Florida. Finally, the Court has personal jurisdiction over defendants Rand Labs LLC, Rand Labs Inc., Borderless Capital LLC, Garcia, and Yabo pursuant to Section 48.193(2) because each of them resides in Florida or otherwise engages in substantial and not isolated activity within the State of Florida.

14. Venue is proper in Lake County, Florida over defendant Garcia pursuant to Florida Statutes, Section 47.011 because Garcia resided in Lake County Florida at the time this action was filed and was served with the Complaint in Lake County, Florida and/or because Lake County, Florida is where the cause of action accrued. Venue is proper in Lake County, Florida over defendants Rand Labs LLC, Rand Labs Inc., and Borderless Capital LLC pursuant to Section 47.051 because at the time this action was filed each of them engaged in business in this state and has an agent or other representative in Lake County, Florida and/or because Lake County, Florida is where the cause of action accrued. Finally, venue is proper in Lake County, Florida over defendant Yabo pursuant to Section 47.021 because at the time this action was filed defendant Garcia resided in Lake County, Florida, and “[a]ctions against two or more defendants residing in different counties may be brought in any county in which any defendant resides.” § 47.021, Fla. Stat.

## **FACTUAL ALLEGATIONS**

### **Nektra and CoinFabrik**

15. Wain’s passion for computer science and technology began at an early age. Growing up in Buenos Aires, Argentina, while most kids in the neighborhood played soccer

outside or watched movies in the theater, Wain spent his days teaching himself how to develop computer programs. By the time he entered high school at one of Buenos Aires' top technology institutes, Wain had already secured various freelance jobs building computer programs for small businesses throughout the city. Wain's aptitude for computer science scored him coveted qualifying spots at International Olympiad of Informatics ("IOI"), the most prestigious computer science competition in the world for secondary school students, eventually ranking in third place in Argentina. When he was not competing at the IOI, Wain participated in numerous science fairs, where he received various awards for his original computer designs.

16. By the time Wain attended college in Buenos Aires, he was part of a small group of young computer science aficionados who met each week to discuss their ongoing projects, which invariably focused on finding different and better ways to solve problems in information technology.

17. Yabo, also an Argentinian native, was part of that same group. Yabo and Wain's paths crossed often throughout their formative years because of their shared passion for computer science and information technology. They attended the same schools and were employed as software engineers for the same company during overlapping time periods. Their common professional goals helped to cement their friendship.

18. As their friendship grew, so did their desire to work together to develop breakthrough computer programs that could disrupt the information technology industry of the time.

19. By 2003, Wain and Yabo worked together during their spare time on various projects. It was during this period that Wain launched Nektra, which Wain incorporated and of which Wain was the president, chief operating officer, director, and shareholder. Wain launched Nektra's business with no capital, created and developed the initial version of its flagship products

and services, and secured long-term customer contracts. Yabo waited a year after Nektra began operations to quit his job and join Wain at Nektra as vice president. Yabo and Wain each hold a 50% shareholder interest in Nektra.

20. Wain and Yabo devoted effort and skill to Nektra's growth. Within a few years, Nektra had secured significant clients worldwide, including Fortune 500 companies, governmental institutions, and educational organizations, for a wide range of projects requiring the design, development, and maintenance of sophisticated computer programs.

21. Although pleased with Nektra's performance, Wain and Yabo understood that as new technologies emerged, Nektra had to focus its expertise on new opportunities to remain competitive. Following the emergence of Bitcoin and cryptocurrency in 2009, Wain and Yabo set their sights on blockchain technology.

#### Nektra Enters the Blockchain Space as CoinFabrik

22. By 2014, blockchain technology – which enables the execution of secured cryptocurrency transactions – was being explored in banking and other interorganizational transactions beyond non-traditional cryptocurrency exchanges.

23. In 2014, Nektra launched its blockchain operations under the brand name “CoinFabrik” and began providing services supporting the development and maintenance of blockchain platforms and applications. “CoinFabrik” is not a separate entity, but the brand name Nektra chose for its new products and services relating to blockchain and digital currencies.

24. This new focus quickly yielded positive results. By 2017, CoinFabrik was recognized as a leading innovator and service provider in the blockchain industry.

### Garcia and CoinFabrik's Collaboration Begins

25. In August 2017, Wain and Yabo met Garcia, a Florida resident originally from Argentina. Garcia is a well-connected entrepreneur, crypto investor, and fundraiser for crypto-focused start-ups. Garcia and CoinFabrik soon collaborated on projects related to cryptocurrency investments.

26. In early 2018, Garcia and Yabo agreed that CoinFabrik and Garcia would collaborate on business opportunities. Shortly thereafter, a significant new opportunity arrived with Algorand, a new digital currency platform that was making waves in the blockchain world.

### The Algorand Opportunity

27. In the Spring of 2018, Garcia and Yabo met with Algorand LLC (“Algorand”) to discuss the ways the Garcia/CoinFabrik joint venture could provide services and add value to Algorand.

28. Algorand developed the Algorand technology, which is a pure proof-of-stake<sup>1</sup> blockchain invented by renowned M.I.T. professor, Silvio Micali. It is designed to facilitate decentralized and instant digital payment transactions using the “Algo” as its digital currency. Algorand’s platform generated significant interest in the blockchain community because it was

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<sup>1</sup> “Proof-of-stake” is one of the two major consensus mechanisms cryptocurrencies use to verify new transactions, add them to the blockchain, and create new tokens. It uses staking to achieve this goal by employing a network of “validators” who contribute – or “stake” – their own crypto in exchange for a chance to validate a new transaction, update the blockchain, and earn a reward. To participate in the blockchain verification process in proof-of-stake, users run a node, which can be run by one person or by a pool of people working together. For the verification process, nodes are selected by an algorithm that takes many factors into account to both reward those with more coins staked and to prevent one node from getting too much control over the process. The other major consensus mechanism cryptocurrencies use for transaction verification is known as “proof of work,” which is the mechanism used by popular blockchain platforms, such as Bitcoin and Ethereum.

perceived as faster, more energy-efficient, more secure, and more decentralized than any other digital currency platform.

29. In the Spring of 2018, Garcia, Yabo, and Dahdah understood that in order to capitalize on the new Algorand opportunity they needed incentives beyond investment capital to get in the door. They agreed to propose to Algorand to use CoinFabrik's expertise to build tools and infrastructure to expand the Algorand ecosystem and build its community. In addition, because early financial backers of Algorand could participate in a lucrative Algo distribution program as relay node runners, Garcia, Yabo and Dahdah had to rely on CoinFabrik's technical expertise to perform the node running and maintenance required in connection with Algo distributions.

30. Garcia led the Algorand negotiations. By June 2018, Algorand had agreed to Garcia's proposal to raise and invest \$6.5 million in Algorand and to use Coinfabrik as the technology service provider for the implementation of an ecosystem development lab and the node running and maintenance. Pursuant to the agreement:

- a. Garcia would be at the helm of the investment fund that would raise the \$6.5 million to be invested in Algorand in exchange for Algorand equity.
- b. Coinfabrik would serve as the technical partner running and managing the nodes in connection with the Algo distribution to early investors ("Algorand Engagement").
- c. CoinFabrik would create a new ecosystem development lab to build tools and infrastructure for entrepreneurs and developers to be able to build on and use the Algorand technology and facilitate the use of the Algorand digital currency, the Algo ("Algorand Expanded Engagement").

- d. Garcia would establish a separate investment fund to finance the acceleration and adoption of the Algorand technology (which later became Borderless Capital).

31. In exchange for the above, Algorand agreed to compensate Garcia and CoinFabrik through Garcia/Yabo-owned entities by (i) making distributions of tens of millions of Algos and (ii) awarding millions of dollars in financial “grants.”

32. Of the tens of millions of Algos that Algorand agreed to distribute to Defendants or their entities, CoinFabrik was entitled to receive at least 48 million Algos (approximately 8 million of those were for CoinFabrik’s node running and maintenance work, and the remainder was to compensate CoinFabrik’s development of the Algorand ecosystem).

33. Garcia, Yabo, and Dahdah created various entities to perform the Algorand opportunities and through which the payments from Algorand were made. For example, Garcia registered Algorand DG Group 1 Corp. (DG Group) in Panama as the investment fund administrator through which Garcia, Yabo and Dahdah collected the initial \$6.5 million for investment in Algorand. Garcia also registered DG Ventures Scotland, to serve as the fund manager. Garcia, Yabo, and Dahdah also created Algo Capital, which later became Borderless Capital, a venture capital fund dedicated to the acceleration, adoption and liquidity of the Algo. Garcia, Yabo and Dahdah also created Rand Labs Inc., the entity through which Defendants would later usurp all of CoinFabrik’s Algorand-related income, intellectual property, assets, and opportunities. Pursuant to the plan, Algorand received \$6.5 million in investment, CoinFabrik performed node running and maintenance work, developed the Algorand ecosystem and related products, and Algorand began the Algo distribution program to investors.

34. Garcia and Yabo told Wain that the details regarding CoinFabrik's compensation for the Algorand Engagement were worked out between Yabo on behalf of CoinFabrik and Garcia as the fund administrator and Algorand representative. However, Garcia and Yabo informed CoinFabrik about only the approximately 8 million Algos that CoinFabrik was to receive for its node running and maintenance work and purposefully omitted and hid from CoinFabrik its entitlement to tens of millions of additional Algos and financial grants for its development of the Algorand ecosystem as part of the Algorand Expanded Engagement.

35. Regarding the 8 million Algos, when Wain asked Yabo and Garcia about the status of the negotiations with Algorand, Yabo and Garcia misled him by telling him that everything had been taken care of and adequately documented in writing through an agreement between Algorand DG Group (an entity Garcia told Wain Garcia owned, but in which, without Wain's knowledge, Yabo and Dahdah also held ownership) and Algorand which memorialized CoinFabrik's entitlement to compensation, and that Wain and CoinFabrik should not worry about receiving timely compensation for the work performed by CoinFabrik. Garcia's representations to Wain in this regard were made by Garcia from Florida. Meanwhile, Yabo urged Wain to stay out of the Algorand negotiations and let him handle the Algorand relationship on behalf of CoinFabrik. Because Wain trusted Yabo to act in CoinFabrik's best interest, Wain did as requested and let Yabo handle the negotiations with Garcia and Algorand.

36. In February 2020, Wain contacted Algorand's CEO directly to request a copy of the final contract reflecting CoinFabrik's compensation. In response to this inquiry, Garcia sent an email to Wain in which Garcia misrepresented the status of the alleged written agreement. Garcia told Wain that there was no written agreement for CoinFabrik's services in connection with Algorand but only "smart contracts." Smart contracts are digital contracts stored on a blockchain



that are automatically executed when predetermined terms and conditions are met. With this statement, Garcia meant for Wain to believe that Garcia had implemented a blockchain protocol which would automatically distribute to CoinFabrik its share of the Algos throughout the vesting period, and this is what Wain believed. In the same communication transmitted by Garcia from Florida, Garcia reassured Wain that CoinFabrik was entitled to receive one-third of the Algos payable to the fund administrator, or about 8 million Algos. Wain relied on Garcia's representations by, among other things, refraining from continuing to direct communications to Algorand concerning the payment terms with Algorand and allowing CoinFabrik to continue to perform work in connection with Algorand and the Algo.

37. Wain later learned that these representations by Garcia as described above were false and misleading because Yabo and Garcia never obtained a contract with anyone that entitled CoinFabrik to compensation of the 8 million Algos for the Algorand Engagement (the node running and maintenance work). Garcia and Yabo had no intention to do so because they conspired with Dahdah to convert the Algos to which CoinFabrik was entitled for their own personal benefit, and did convert all but a small fraction of CoinFabrik's Algos.

38. However, unknown to Wain, Garcia and Yabo had obtained a written contract for CoinFabrik's benefit for approximately 40 million Algos CoinFabrik would receive for its work on the Algorand Expanded Engagement (the ecosystem development). Later, Garcia and Yabo converted that 40 million Algo contract by transferring it first to Rand Labs Inc. and then to a new entity Garcia and Yabo had created for that purpose, DGPY Group Corp. (which is owned exclusively by Garcia and Yabo).

39. CoinFabrik commenced work on the Algorand Engagement and in or around August 2018. Yabo was the CoinFabrik point person leading the work and coordinating the

CoinFabrik team assigned to the project. Meanwhile, Wain oversaw Nektra's other ongoing client projects, never suspecting that Yabo and Garcia had in fact conspired with each other to harm CoinFabrik and Wain.

#### CoinFabrik Performs Substantial Services for Algorand

40. To perform the Algorand work, Wain and Yabo agreed to implement a business strategy similar to the one they applied when they branded the cryptocurrency and blockchain services under the CoinFabrik brand name. They selected "AlgoFabrik" as the brand name for the Nektra products and services that would focus exclusively on blockchain services dedicated to the Algorand technology and ecosystem. Wain secured an "AlgoFabrik" domain registration and commenced the process of establishing an "AlgoFabrik" website.

41. Meanwhile, under Yabo's supervision, CoinFabrik continued to devote substantial resources and technical skill to the Algorand work, allocating a dedicated team of engineers, analysts, and programmers devoted full-time to the development of the technical infrastructure necessary for Algorand to maintain its nodes and securely distribute tokens to its investors.

42. In addition, in the Fall of 2018, CoinFabrik's team began to build the Algorand ecosystem and to develop products as part of the Algorand Expanded Engagement to facilitate the integration and scaling of the Algorand technology. The products included an Algo digital wallet ("My Algo") and a block explorer (the "Algo Explorer") (collectively, "Algorand Products"). These were unique, and first of their kind, CoinFabrik-owned products that would enable the development and expansion of the Algorand community and ecosystem.

43. In sum, CoinFabrik's personnel devoted thousands of hours, and invested unique experience, skill, knowledge, and resources in the Algorand Engagement, the Algorand Expanded Engagement, and in the development of the Algorand Products.

44. Algorand was aware of the extensive work CoinFabrik performed on the Algorand Engagement, and on information and belief, intended that CoinFabrik would receive the tens of millions of Algos Garcia and Yabo had negotiated for CoinFabrik.

45. Moreover, upon information and belief, Algorand made specific disclosures to its investors regarding CoinFabrik's role with Algorand and the Algo.

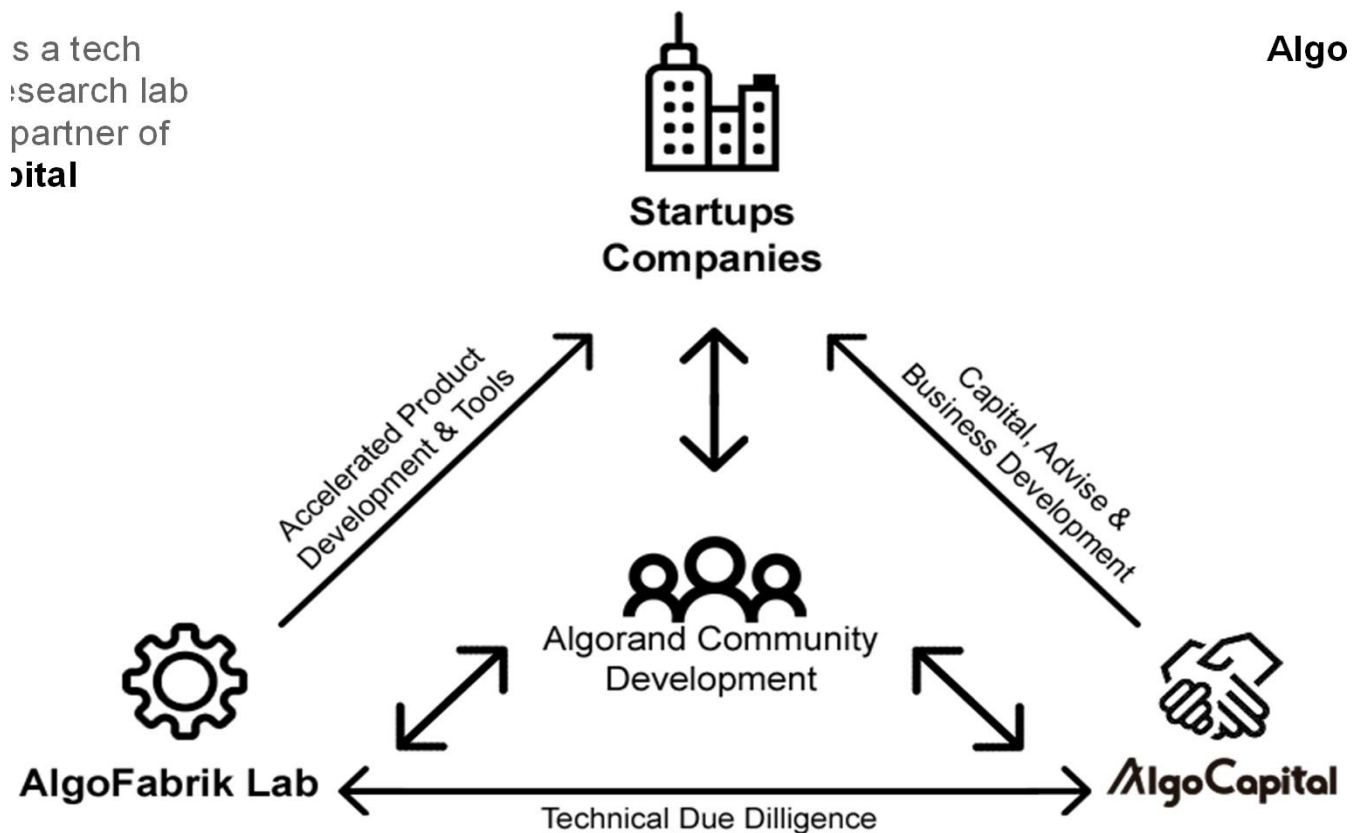
#### CoinFabrik's Work for Borderless Capital

46. Garcia, Yabo, and Dahdah were betting big on Algorand. In March 2019, Garcia, Yabo, and Dahdah, along with one other business partner, created Algo Capital, LLC, later renamed Borderless Capital, a venture capital fund dedicated to the acceleration, adoption, and liquidity of the Algo digital currency. They sought to raise \$100 million from venture capitalists and institutional investors to provide seed funding to select start-up companies that were willing to adopt the Algorand technology and currency and become part of its network. The ultimate goal was to accelerate the use and acceptance of the Algo as a means of payment and make the Algorand technology accessible to the masses.

47. Even before Borderless Capital's formation, as early as November 2018, Garcia was actively advertising the fund and soliciting investment. In late 2018, from his residence and home office in Florida, Garcia contacted Wain and solicited him to invest in Borderless Capital. In that communication, Garcia misled Wain by falsely assuring him that CoinFabrik would be the exclusive technology service provider to "partner" with Borderless Capital and that through such exclusive collaboration CoinFabrik would be able to provide technology services to the start-up entities selected by Borderless Capital for seed funding. CoinFabrik relied on Garcia's representations, as made to Wain, and performed extensive work for Borderless Capital and for

the start up entities Borderless Capital had identified funding. CoinFabrik never received compensation for its work, which substantially benefited Borderless Capital.

48. In addition, to attract investment, Garcia, Yabo, and Dahdah designed a marketing document or prospectus that they distributed to potential investors beginning in November 2018, even before Borderless Capital’s incorporation. *See* Ex. “A”. The prospectus, which was not shared with Wain, identifies Garcia, Yabo, and Dahdah as partners in Borderless Capital (at that time called Algo Capital). Borderless Capital touted its “partnership” with CoinFabrik (referred to in the document as Algo Fabrik, the brand name Wain had selected for CoinFabrik’s Algorand-related projects). The document describes Borderless Capital’s specific strategy to use CoinFabrik’s technological capabilities to perform technical due diligence on the start-up companies Borderless Capital identified as viable candidates for seed funding, and once funded, to provide “Accelerated Product Development and Tools” to enable their seamless integration into the Algorand ecosystem through the proprietary Algorand-focused products CoinFabrik had developed and CoinFabrik’s unique insight into Algorand’s technology.



Ex. A at p. 16.

49. In Florida and other places in the United States, Garcia actively used this November 2018 presentation to raise funds from third parties and to promote Borderless Capital's strategy. Garcia communicated to prospective investors that CoinFabrik was the designated technology firm with whom Borderless had "partnered" to implement the Algorand acceleration program because CoinFabrik had the proprietary tools, such as the Algo Wallet and Block Explorer, as well as unique insight into the Algorand technology. At the time Garcia made these statements to prospective investors, and at the time he and Yabo assured Wain that CoinFabrik's role with Algorand was secured by an agreement, Garcia knew the statements were false or misleading because by then Garcia and Yabo had already conspired with Dahdah to establish the Rand Labs entities for the purpose of stealing CoinFabrik's intellectual property, trade secrets, and business opportunities and to provide to the start-ups the services described in the prospectus and cutting out Wain and CoinFabrik.

50. As a result of the marketing campaign designed by Garcia, Borderless Capital immediately attracted strong backing, and by the time the fund closed in August 2019, it had raised \$200 million, twice the initial fund-raising target.

51. The funds raised by Borderless Capital enabled it to identify numerous start ups which Borderless Capital could fund in order to facilitate their integration into the Algorand ecosystem. Garcia sought CoinFabrik to perform technical due diligence work on these potential investment targets. In addition, as Borderless Capital's general manager, Garcia directed various investments directly to Algorand, creating the need for node running and management work for Algo distributions in connection with those investments. Under Yabo's supervision, CoinFabrik's team devoted substantial time and technical expertise to Borderless Capital's projects, expecting

to receive compensation, and Borderless Capital and Garcia, accepted the benefits conferred by CoinFabrik. Yabo, however, never submitted invoices from CoinFabrik or otherwise sought payment on behalf of CoinFabrik from Borderless Capital for the work CoinFabrik performed. Wain later learned that this omission by Yabo was intentional because, by then, Yabo had already partnered with Garcia to steal the Algorand opportunity and other business away from CoinFabrik.

52. Borderless Capital seamlessly substituted Rand Labs for CoinFabrik as their technical partner and as the service provider to Borderless Capital itself, in order to assist Yabo, Garcia and Rand Labs in effectuating their scheme against CoinFabrik. In addition, Borderless Capital diverted lucrative business opportunities from CoinFabrik to Rand Labs.

#### The Theft from CoinFabrik

53. In January 2019, without informing Wain, Yabo, Garcia and Dahdah secretly established Rand Labs LLC and later, in December 2019, they established Rand Labs Inc. with the intention of transferring CoinFabrik's stolen assets, trade secrets, property, and business opportunities to those entities, and to cause those entities to engage in direct competition with CoinFabrik while using CoinFabrik's intellectual property and trade secrets.

54. At the time Defendants created the Rand Labs entities and stole CoinFabrik's assets and opportunities, Yabo was an officer and shareholder of CoinFabrik and was actively involved in various ongoing projects on behalf of CoinFabrik, including but not limited to the Algorand Engagement, The Algorand Expanded Engagement and the development of the Algorand Products, as well as the services for Borderless Capital.

55. Both before and after the formation of Rand Labs LLC and Rand Labs Inc., Yabo lied to Wain, telling him that, instead of AlgoFabrik, Rand Labs would be the brand name CoinFabrik would use for its blockchain services supporting the Algorand technology. Yabo

elaborated that he simply preferred the name Rand Labs over AlgoFabrik and Wain accepted Yabo's explanation, not knowing that Garcia, Dahdah, and Yabo were the owners of the new Rand Labs entities or that they had been created to take over CoinFabrik's business opportunities.

56. Because Wain did not suspect Yabo's disloyalty and intention to steal the CoinFabrik business, Wain was not concerned when he noticed that Yabo had begun substituting CoinFabrik's name with Rand Labs' name in documents relating to ongoing Algorand projects. These documents, in keeping with the Defendants' practice, did not identify whether the entity was Rand Labs LLC or Rand Labs Inc., although had they been so identified, Wain would have been altered to the fact that separate entities had been created.

57. As part of the Defendants' plan, starting in April 2019, while still CoinFabrik's vice president and director, Yabo began creating source code repositories for Rand Labs' projects in the repository CoinFabrik managed.

58. Beginning in 2018 and throughout 2019 Defendants misappropriated to themselves and to the Rand Labs entities CoinFabrik's intellectual property, trade secrets, and proprietary information, including but not limited to marketing materials, project proposals, clients, contractors, and employee lists.

59. Once the Rand Labs entities were up and running using CoinFabrik's information and assets, the Defendants acted to fully cut CoinFabrik off from any Algorand business. In the Spring of 2020, Yabo deceitfully – while still CoinFabrik's vice president and director – directed the transfer of CoinFabrik's files relating to its Algorand work to the Rand Labs entities of significant, CoinFabrik's Google Drive documents, CoinFabrik's GitHub repositories and later, in or about September 2020, Yabo deleted related chats from Slack. The end result was that Yabo, Garcia, Dahdah and the new entities now possessed all of CoinFabrik's files and intellectual

property related to Algorand, and CoinFabrik no longer had access to them because Yabo deleted the information from CoinFabrik's systems.

60. Yabo, Dahdah, and Garcia have used and continue to use stolen trade secrets and information of CoinFabrik in marketing presentations, including in Miami, Florida. These presentations disclosed key aspects of the CoinFabrik data to third parties, and also falsely represented to key members of the blockchain community the origin and authorship of the data.

61. Furthermore, in November 2021, Garcia, Yabo, and Dahdah announced the imminent launch of a new product by Rand Labs Inc. and Rand Labs LLC called "C3 Protocol," which they have marketed to users throughout the United States, including in Florida. Upon information and belief, this product uses components of intellectual property and trade secrets owned by CoinFabrik, which Defendants misappropriated, including the Algo Explorer created by CoinFabrik.

62. Yabo performed the aforementioned actions while holding the position of vice-president and shareholder of CoinFabrik, and at a time period when CoinFabrik was actively engaged in executing the work to comply with the Algorand Engagement.

63. Garcia and Dahdah currently reside in Florida. Rand Labs LLC and Rand Labs Inc. hold themselves out publicly as "headquartered" and "located" in Miami, Florida, and recruit talent to be located in Miami, Florida. Borderless Capital is also headquartered in Miami, Florida.

64. Yabo eventually told Wain that Yabo would not be partnering with Wain for the Algorand business and that Yabo would run Rand Labs to the exclusion of Wain and CoinFabrik.

65. Yabo later threatened to withhold from CoinFabrik the Algo payments associated with the Algorand Engagement unless Wain agreed to keep CoinFabrik's team working on the Algorand projects through completion. At the time of Yabo's threat, Algorand had distributed



only a fraction of the Algos due to CoinFabrik, out of the tens of millions of Algos that were due to CoinFabrik for its Algorand work. Yabo could make good on his threat to withhold further payments to CoinFabrik because Yabo, in his role as CoinFabrik's technology agent, had gained sole access to the system through which the Algorand tokens were being distributed. Because Defendants had usurped CoinFabrik's role in managing the nodes, they had the ability to stop future Algo distributions from being awarded to CoinFabrik as compensation for its Algorand work.

66. Thus, under the duress of Yabo's extortionate threat, in order to secure CoinFabrik's payment for the Algorand Engagement, Wain allowed CoinFabrik's team to continue to work on the Algorand projects. During this time period, Yabo ceased performing work for CoinFabrik, but never resigned from his position as CoinFabrik's officer and director.

67. Meanwhile, Yabo, Dahdah, and Garcia have continued to jointly operate Rand Labs LLC and Rand Labs Inc., which hold themselves out publicly as "headquartered" in Florida, including from Lake County, Florida and Miami, Florida, in direct competition with CoinFabrik, using CoinFabrik's assets and intellectual property, and offering the same blockchain services CoinFabrik provides and services based on the Algorand technology

68. Rand Labs also solicited several members of CoinFabrik's team who had worked on the Algorand Engagement and the Algorand Expanded Engagement and convinced them to leave CoinFabrik and join Rand Labs. Yabo also deleted CoinFabrik's source code depositories for the Algorand work and deleted all other CoinFabrik's computer files that in any way reflected the work CoinFabrik performed relating to Algorand, including, but not limited to the Algorand Block Explorer and My Algo. Yabo went further to also download all of CoinFabrik's chats in

Slack which reflected present and past work performed by CoinFabrik, not just the work for Algorand.

69. In addition, Garcia and Yabo, through Rand Labs LLC, willfully and maliciously blocked all remaining Algo distributions that Algorand had earmarked for distribution to CoinFabrik. As a result, Yabo, Dahdah, and Garcia have kept for themselves all the Algos Algorand had designated to be distributed to CoinFabrik.

70. Consequently, to date, CoinFabrik has not received full compensation for the very substantial services it provided relating to Algorand, and the Algo.

71. At the time of the aforementioned actions by Rand Labs at Yabo and Garcia's direction, Yabo was an officer and shareholder of CoinFabrik and owed a duty of care, loyalty, and good faith to CoinFabrik and Wain.

72. Having misappropriated and converted CoinFabrik's intellectual property, trade secrets, products, business opportunities, clients, and employees, the Rand Labs entities today are one of the fastest growing blockchain technology firms and the number one technology firm supporting the Algorand technology. The Rand Labs entities obtained approximately 15-20% of their work force from CoinFabrik and actively solicit CoinFabrik's current customers.

73. Rand Lab Inc.'s flagship products "My Algo" and "Algo Explorer" featured on its website and actively marketed worldwide, including in Florida, are the products CoinFabrik initially designed and developed, and which Yabo willfully and maliciously converted and misappropriated.

74. The Defendants and Dahdah have accessed and continue to access and use CoinFabrik's information, including in and from Florida. Starting in 2019 through March 2020, as part of the conspiracy and to assist Yabo in the misappropriation of CoinFabrik's property,

Dahdah accessed CoinFabrik's proprietary database and copied various CoinFabrik files, including proprietary trade secrets associated with the Algorand Engagement. Upon information and belief, Dahdah accessed and copied the data from Massachusetts and Miami, Florida and thereafter used and transferred the data in whole or in part to computer servers personally controlled by him and Defendants, including to computers and servers personally owned by Garcia and stored in Lake County, Florida.

75. In addition, starting in late 2019 and continuing through late 2021, Garcia and Dahdah have knowingly and intentionally accessed and used the misappropriated trade secrets and proprietary information of CoinFabrik from their home or offices in Florida for the purpose of positioning the Rand Labs entities to directly compete with CoinFabrik and displace it in the Algorand ecosystem, while using CoinFabrik's stolen assets, employees, and trade secrets. The data has also been used by Garcia in the expansion of Borderless Capital, particularly in Florida.

76. For example, upon information and belief, while physically present in Miami, Florida, Dahdah has knowingly and intentionally accessed CoinFabrik's trade secrets embedded in the Algo Wallet for the purpose of offering this product to clients in direct competition with CoinFabrik. Dahdah has also accessed and used this data to implement upgrades to the Algo Wallet which Dahdah later marketed to users in Florida and elsewhere in direct competition with CoinFabrik.

77. Starting in April 2019, Garcia has also used the stolen trade secrets, intellectual property and other data owned by CoinFabrik, or components thereof in Florida for the purpose of implementing his plan to cut out CoinFabrik from the Algorand ecosystem, replace CoinFabrik with Rand Labs LLC and Rand Labs Inc., and deprive CoinFabrik of any financial benefit from its work on Algorand. Among other uses, Garcia has knowingly and intentionally used

CoinFabrik's misappropriated data in Florida including components of the Algo Wallet and Algo Explorer created by CoinFabrik in fund raisers and the development of various business initiatives of Borderless Capital and Algorand. Each use by Garcia of CoinFabrik's misappropriated trade secrets was done with the knowledge that the information had been misappropriated from CoinFabrik and with the specific intent to derive a commercial benefit from the use of such information.

78. Garcia in particular provided substantial financial assistance to Yabo and Dahdah in 2019 - 2020 in order to facilitate the transition of the trade secrets, proprietary information and personnel from CoinFabrik to Rand Labs with as little disruption as possible.

79. Garcia also provided substantial assistance to Yabo, Dahdah and Rand Labs in their quest to misappropriate CoinFabrik's trade secrets, intellectual property and business opportunities away from CoinFabrik by exerting his influence with Algorand's founders and officers and ensure that Algorand and its investors approved Rand Labs as CoinFabrik's replacement in the numerous ongoing Algorand projects, including those generated by the Borderless Capital fund.

**COUNT I**  
**MISAPPROPRIATION OF TRADE SECRETS UNDER FLORIDA CHAPTER 688**  
**(Against Rand Labs LLC, Rand Labs Inc., Garcia and Yabo)**

80. Plaintiff hereby incorporates the allegations set forth in paragraph 1 through 79.

81. Yabo, Rand Labs LLC and Rand Labs Inc. stole CoinFabrik's intellectual property, trade secrets, and confidential and proprietary information. CoinFabrik's files relating to the Algorand Engagement, the Algorand Expanded Engagement, and the Algorand Products, confidential and proprietary documents taken from among CoinFabrik's Google Drive documents (including project technical details, complex business proposals, project deliveries, and consulting documents, which show CoinFabrik's confidential and proprietary information), and CoinFabrik's

GitHub repositories relating to the Algorand Wallet Project and the Algorand block explorer that CoinFabrik developed are trade secrets within the meaning of Florida Statutes, Section 688.002(4) (the “Trade Secrets”).

82. Yabo misappropriated the Trade Secrets through improper and unauthorized means, including theft, and through misrepresentations and omissions to Wain and others at CoinFabrik, including but not limited to misrepresentations that he was using the Trade Secrets to benefit CoinFabrik, when he was using them to unlawfully compete with CoinFabrik, benefit Rand Labs, and enrich himself.

83. Rand Labs Inc. and Rand Labs LLC through Yabo and/or Dahdah, and with the substantial assistance of Garcia, misappropriated the Trade Secrets through improper and unauthorized means, as alleged herein, which include, without limitation:

- a. misrepresentations by Yabo to Wain and others at CoinFabrik that Rand Labs was using the Trade Secrets to benefit CoinFabrik, when Rand Labs, Yabo, Dahdah and/or Garcia were in fact using them to unlawfully compete with CoinFabrik and to benefit the Rand Labs entities; and
- b. inducing Yabo to breach his duty to maintain the secrecy of the Trade Secrets.

84. Garcia misappropriated CoinFabrik’s secrets by disclosing and using the information without CoinFabrik’s consent. Garcia used improper means to acquire knowledge of the Trade Secrets and at the time of his disclosure and use as alleged herein he knew the trade secrets were derived from Yabo and that Yabo had a duty to CoinFabrik to maintain their secrecy, all within the meaning of Florida Statutes, § 688.02.

85. The Trade Secrets derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use.

86. CoinFabrik took efforts that were reasonable under the circumstances to maintain the secrecy of the Trade Secrets, including restricting document accesses based on employees' roles, setting up private source code repositories in GitHub and GitLab, using two-factor authentication, and configuring virtual private networks (VPNs), among other security measures.

87. Yabo, as an officer, shareholder, director and fiduciary of the company knew at the time he acquired, disclosed and used the Trade Secrets that he had acquired knowledge of the Trade Secrets under circumstances giving rise to a duty to maintain their secrecy and limit their use.

88. Garcia knew and at the time he acquired and used the Trade Secrets that the Trade Secrets were derived from Yabo, whom he knew was a person who owed Plaintiff a duty to maintain their secrecy and limit their use.

89. Yabo and the Rand Labs entities acquired and misappropriated Plaintiff's property, including the Trade Secrets, without Plaintiff's knowledge and/or consent and/or through fraudulent misrepresentations, omissions, and inducement.

90. The misappropriation by Yabo, Rand Labs Inc. and Rand Labs LLC of the Trade Secrets was willful and malicious under the circumstances described herein.

91. As result of the misappropriation of the Trade Secrets by Yabo, Rand Labs Inc. and Rand Labs LLC, Plaintiff has suffered and continue to suffer substantial damages.

WHEREFORE, Plaintiff demands judgment against Yabo, Rand Labs LLC, and Rand Labs Inc. for damages, exemplary damages, including attorney's fees, costs, interest, and such other

additional relief as this Court deems just and appropriate.

**COUNT II**  
**AIDING AND ABETTING MISAPPROPRIATION OF TRADE SECRETS**  
**(Against Garcia and Borderless Capital)**

92. Plaintiff hereby incorporates the allegations set forth in paragraph 1 through 79.

93. Yabo, Garcia and the Rand Labs entities misappropriated CoinFabrik's Trade Secrets in violation Florida Statutes, Section 688.002(4), as set forth in Count I above.

94. Garcia and Borderless Capital knew of the misappropriation of Trade Secrets by Yabo and the Rand Lab entities and knowingly provided substantial assistance and encouragement to Yabo and Rand Labs Inc. and Rand Labs LLC in accomplishing the misappropriation, as alleged herein.

95. Plaintiff has suffered and continue to suffer damages as a direct and proximate cause of Garcia and Borderless Capital's aiding and abetting misappropriation of Trade Secrets by Yabo, Rand Labs Inc. and Rand Labs LLC.

WHEREFORE, Plaintiff demands judgment against Garcia and Borderless Capital for damages, including costs, and such other additional relief as this Court deems just and appropriate.

**COUNT III**  
**BREACH OF FIDUCIARY DUTY**  
**(Against Yabo)**

96. Plaintiff hereby incorporate the allegations set forth in paragraph 1 through 79.

97. Starting in 2003, Wain and Yabo were officers, directors and 50% shareholders of CoinFabrik.

98. Yabo, as an officer, director, and 50% shareholder of CoinFabrik, owed a fiduciary duty of care, loyalty, honesty, and good faith in the performance of his duties to CoinFabrik, and to the other members and managers of CoinFabrik, including Wain.

99. The duty of loyalty required that Yabo refrain from using CoinFabrik's property and trade secrets for his own personal benefit.

100. Yabo breached that duty as described above by, among other things, transferring Nektra's and CoinFabrik's assets and intellectual property, and stealing CoinFabrik's employees, clients, knowledge, and capabilities, and disclosing CoinFabrik's trade secrets and confidential information to Garcia, Rand Labs LLC, and Rand Labs Inc.

101. Yabo further breached his fiduciary duties by stealing the Algorand business opportunity and diverting income from CoinFabrik and taking it to Rand Labs for Defendants' benefit. CoinFabrik had ongoing and future business opportunities with Algorand in the technological services, knowledge, and capabilities to develop, configure, manage, and maintain blockchain platforms, software, and develop innovative products for Algorand platform and support participants of the Algorand ecosystem. Yabo stole CoinFabrik's business opportunity and conspired with Garcia to transfer the business to Rand Labs.

102. Yabo also breached his fiduciary duties by secretly creating and operating entities in direct competition with CoinFabrik while still CoinFabrik officer and director.

103. Plaintiff has suffered and continue to suffer damages as a direct and proximate cause of Yabo's breach of his fiduciary duty.

WHEREFORE, Plaintiff demands judgment against Yabo for damages, including costs, and such other additional relief as this Court deems just and appropriate.

**COUNT IV**  
**AIDING AND ABETTING BREACH OF FIDUCIARY DUTY**  
**(Against Rand Labs LLC, Rand Labs Inc. Borderless Capital and Garcia)**

104. Plaintiff hereby incorporates the allegations set forth in paragraph 1 through 79.



105. Starting in 2003, Wain and Yabo were partners in and members and managers of CoinFabrik.

106. Yabo, as an officer, director, and 50% shareholder of CoinFabrik, owed a fiduciary duty of care, loyalty, honesty, and good faith in the performance of his duties to CoinFabrik, and to the other members and managers of CoinFabrik, including Wain.

107. The duty of loyalty required that Yabo refrain from using CoinFabrik's property and trade secrets for his own personal benefit.

108. Yabo breached that duty by, among other things, creating and operating businesses in competition with Nektra, transferring Nektra's and/or CoinFabrik's assets, income and intellectual property, and stealing CoinFabrik's employees, clients, knowledge, and capabilities, and disclosing CoinFabrik's trade secrets and confidential information to Garcia and the Rand Labs entities.

109. Yabo further breached his fiduciary duties by stealing the Algorand business opportunity from CoinFabrik and taking it Rand Labs. CoinFabrik had ongoing and future business opportunities with Algorand in the technological services, knowledge, and capabilities to develop, configure, manage, and maintain blockchain platforms, software, and cryptocurrencies for Algorand, with all of which CoinFabrik already had a long history, including with Algorand. Yabo stole CoinFabrik's business opportunity and conspired with Garcia to transfer the business to Rand Labs.

110. Rand Labs, Borderless Capital and Garcia knew that Yabo owed the fiduciary duties, as alleged herein.

111. Yabo breached his fiduciary duties to Wain and CoinFabrik, as alleged herein.

112. Rand Labs, Borderless Capital and Garcia knew of Yabo's breaches and knowingly provided substantial assistance or encouragement to Yabo in breaching his fiduciary duties, as alleged herein.

113. Plaintiff has suffered and continue to suffer damages as a direct and proximate cause of Rand Labs' and Garcia's aiding and abetting breaches of fiduciary duties by Yabo.

WHEREFORE, Plaintiff demands judgment against Rand Labs LLC, Rand Labs Inc., Borderless Capital and Garcia for damages, including, costs, interest and such other additional relief as this Court deems just and appropriate.

**COUNT V**  
**CONVERSION**

**(Against Yabo, Garcia, Rand Labs LLC and Rand Labs Inc.)**

114. Plaintiff hereby incorporate the allegations set forth in paragraph 1 through 79.

115. Yabo, Garcia, Rand Labs Inc. and Rand Labs LLC converted in excess of forty-eight million Algos as described above.

116. In addition, Yabo, Rand Labs Inc. and Rand Labs LLC converted files and other property belonging to CoinFabrik as alleged herein.

117. CoinFabrik was deprived of its interest in the property by Yabo, Garcia, Rand Labs Inc. and Rand Labs LLC's unauthorized and wrongful acts of conversion.

118. Garcia, Yabo, Rand Labs Inc. and Rand Labs LLC have failed to return the property they converted notwithstanding that Wain has demanded they do so, or such a demand would be futile.

119. Garcia, Yabo, Rand Labs Inc. and Rand Labs LLC exercised dominion and control over CoinFabrik's property to the detriment of CoinFabrik's rights.

120. CoinFabrik has suffered and continues to suffer damages as a direct and proximate cause of Rand Labs Inc.'s and Rand Labs LLC conversion of his property, the full amount of which will be established at trial of this matter.

WHEREFORE, Plaintiff demands judgment against Garcia, Yabo, Rand Labs LLC and Rand Labs Inc. for damages, together with court costs, interest, and any other relief this Court deems just and proper.

**COUNT VI**  
**AIDING AND ABETTING CONVERSION**  
**(Against Yabo and Garcia)**

121. Plaintiff hereby incorporates the allegations set forth in paragraph 1 through 79.

122. As alleged herein, Rand Labs converted Plaintiff's property for their own use, including Rand Labs Inc. and Rand Labs LLC' converting:

- c. in excess of forty-eight million Algos belonging to CoinFabrik as described herein, and
- d. intellectual property and other property belonging to CoinFabrik, as alleged herein.

123. Yabo and Garcia knew that Rand Labs Inc. and Rand Labs LLC converted CoinFabrik's property as alleged herein.

124. Yabo and Garcia knowingly provided substantial assistance or encouragement to Rand Labs in accomplishing the conversion of CoinFabrik's property as alleged herein.

125. Plaintiff has the right to possess the property that Rand Labs Inc. and Rand Labs LLC converted.

126. Plaintiff was deprived of their interest in the property by Rand Labs Inc.'s and Rand Labs LLC's unauthorized acts.

127. Rand Labs Inc. and Rand Labs LLC have failed to return the property they converted notwithstanding that Plaintiff has demanded they do so or that such demand is futile.

128. Rand Labs Inc. and Rand Labs LLC exercised dominion and control over CoinFabrik's property to the detriment of the rights of Plaintiff.

129. CoinFabrik has suffered and continues to suffer damages as a direct and proximate cause of Yabo's and Garcia's aiding and abetting Rand Labs' conversion.

WHEREFORE, Plaintiff demands judgment against Yabo and Garcia for damages, and such other additional relief as this Court deems just and appropriate.

**COUNT VII**  
**CIVIL THEFT**  
**(Against Yabo, Garcia and Rand Labs Inc.)**

130. Plaintiff hereby incorporates the allegations set forth in paragraphs 1 through 79.

131. This is an action against Yabo, Garcia and Rand Labs Inc. for civil theft pursuant to § 772.11, Florida Statutes, resulting from violations of §§ 812.012-812.037, Florida Statutes

132. Rand Labs, Garcia and Yabo had access to the digital wallets and node configuration information in connection with Algorand's Algo distribution to investors and service providers.

133. Rand Labs, Garcia and Yabo, with malicious intent, configured the nodes to divert in excess of 10 million Algos intended for CoinFabrik for their own benefit and for the benefit of Rand Labs Inc.

134. On July 15, 2021, CoinFabrik sent a written demand for the Algos, plus treble damages. A copy of this letter is attached as **Exhibit "B."**

135. More than 30 days have passed, and neither Yabo, Garcia or Rand Labs has complied with this demand.

136. The unauthorized act of taking the Algos was done with the intent to, and has, permanently deprived CoinFabrik of its ownership rights and interest in the Algos.

137. Garcia, Yabo and Rand Labs committed civil theft by diverting and retaining the Algos with the intent to temporarily or permanently deprive CoinFabrik of a right to such funds and appropriate these funds to their own use in violation of § 812.014(1).

138. CoinFabrik has been injured as a result of the civil theft alleged herein.

WHEREFORE, CoinFabrik demands judgment against Rand Labs, Yabo and Garcia for compensatory damages, treble damages, prejudgment interest, attorney's fees, and costs and for any other relief the Court deems just and proper.

**COUNT VIII**  
**AIDING AND ABETTING CIVIL THEFT**  
**(Against Garcia and Yabo)**

139. Plaintiff hereby incorporates the allegations set forth in paragraphs 1 through 79.

140. Garcia and Yabo actively and directly participated in the conduct which constitutes civil theft committed by Rand Labs as alleged in Count VII, as alleged herein.

141. Indeed, Garcia and Yabo rendered substantial participation and were the principal actors who engaged in the conduct to deprive CoinFabrik of its property.

142. In engaging in such unlawful conduct, Garcia and Yabo aided and abetted Rand Labs in committing civil theft.

143. At the time CoinFabrik's Algos were unlawfully and wrongfully misappropriated by Rand Labs, at the direction of Garcia and with the substantial assistance of Garcia and Yabo, Garcia and Yabo had actual knowledge that CoinFabrik was the true and lawful owner of the Algos and that Rand Labs had no right or entitlement to receipt, possession, or payment of said Algos.

144. Garcia and Yabo consciously rendered substantial assistance to and aided and abetted Rand Labs' felonious misappropriation of CoinFabrik's Algos with the criminal intent to permanently deprive CoinFabrik of its right to said Algos or the benefit thereof.

145. As a direct and proximate cause of Garcia and Yabo's culpable and substantial assistance in aiding and abetting Rand Labs LLC's civil theft, CoinFabrik has suffered damages.

146. All conditions precedent under §772.11, Florida Statutes to bringing suit have been complied with, including written notice to Rand Labs, Garcia and Yabo of CoinFabrik's demand for treble damages, and allowance of thirty (30) days for payment.

WHEREFORE, Plaintiff demands judgment against Garcia and Yabo for compensatory damages, treble damages, prejudgment interest, attorney's fees, and costs, interests, and for any other relief the Court deems just and proper.

**COUNT IX**  
**UNJUST ENRICHMENT**  
**(Against All Defendants)**

147. CoinFabrik hereby incorporates the allegations set forth in paragraph 1 through 79.

148. As alleged herein, CoinFabrik has conferred benefits on Defendants, which include:

- a. the value of the Algorand Engagement, the Algorand Expanded Engagement, and the Algorand Products and other business opportunities as described herein, which value Plaintiff will establish at trial of this cause;
- b. CoinFabrik's intellectual property and employee labor; and
- c. the value of the future business CoinFabrik would have earned but for the wrongful acts of Defendants alleged herein.

149. Borderless Capital received the benefit of substantial CoinFabrik work as alleged herein for which it paid CoinFabrik nothing.

150. Defendants were aware of the benefits CoinFabrik was providing and of its expectation of being paid for conferring such benefits.

151. Defendants accepted and/or retained the benefits CoinFabrik conferred on Defendants.

152. Defendants have been unjustly enriched as a result of the benefits conferred on them by CoinFabrik, and under the circumstances, it would be inequitable for Defendants to retain the benefits without paying fair value.

153. Plaintiff has no adequate remedy at law.

WHEREFORE, CoinFabrik demands judgment against Defendants for the reasonable value of the benefits CoinFabrik conferred on Defendants in an amount to be determined at trial, by which Defendants were unjustly enriched, including interest, costs, prejudgment interest, and such other additional relief as this Court deems just and appropriate.

**COUNT X**  
**CIVIL CONSPIRACY**  
**(Against Yabo and Garcia)**

154. Plaintiff hereby incorporates the allegations set forth in paragraph 1 through 79.

155. Yabo and Garcia, together with Dahdah, conspired to, created, devised and implemented a scheme designed to unlawfully divert CoinFabrik's business opportunities, clients, employees, intellectual property, trade secrets and proprietary information to entities controlled and owned by them to reap personal financial benefits and harm CoinFabrik.

156. Yabo and Garcia planned and implemented their scheme and collaboration as stated above through communications, acts and omissions that took place in Lake County, Florida, among other places as described herein.

157. In furtherance of their conspiracy, Yabo and Garcia took numerous overt actions, including, but not limited to the formation of the Rand Labs entities, which would ultimately hire CoinFabrik's employees, acquire CoinFabrik's business opportunities, and clients and utilize CoinFabrik's intellectual property, trade secrets and proprietary information.

158. In addition, in furtherance of the conspiracy Garcia performed numerous over acts, including but not limited to providing financial assistance to Rand Labs Inc. and Rand Labs LLC, disseminated false and misleading communications to Wain, CoinFabrik and various third parties to achieve the ends of the conspiracy, used his inside influence with Algorand to convince Algorand to accept Rand Labs Inc, and Rand Labs LLC as replacement service provider in connection with the Algorand Engagement and the Borderless Capital fund and personally directing that CoinFabrik not receive the full distribution of Algos in connection with its work for Algorand.

159. In addition, to further their conspiracy, Garcia used Borderless Capital to divert significant source of clientele from CoinFabrik to Rand Labs knowing that Garcia and Yabo would benefit personally from Rand Labs' profitability.

160. As a direct and proximate result of the civil conspiracy between Garcia and Yabo and the acts done by Garcia and Yabo in furtherance of the conspiracy, Plaintiff has suffered and continue to suffer damages.

WHEREFORE, Plaintiff demands judgment against Yabo and Garcia for damages, costs, interest and such other additional relief as this Court deems just and appropriate.

**COUNT XI**  
**FRAUDULENT INDUCEMENT**  
**(Against Yabo and Garcia)**

161. Plaintiff hereby incorporates the allegations set forth in paragraph 1 through 79.



162. Defendants Yabo and Garcia made false and misleading representations to CoinFabrik and omitted material information, as alleged herein, which Yabo and Garcia knew were false before CoinFabrik performed expensive work on Algorand Engagement and Algorand's acceleration initiative through Borderless Capital, to induce CoinFabrik to provide extensive labor, skill and services which personally benefitted Yabo and Garcia. The statements include, but are not limited to the following as fully detailed above:

- a. CoinFabrik would be contractually entitled to receive an allocation of the 15% to be distributed to the fund administrator by Algorand;
- b. Garcia and Yabo had secured a written agreement with Algorand memorializing CoinFabrik's entitlement to compensation for the Algorand Engagement;
- c. Garcia had utilized smart contracts to secure the distribution CoinFabrik's share of the Algo distribution under the Algorand Engagement;
- d. CoinFabrik and Borderless Capital would work as partners to implement Algorand's acceleration initiatives;
- e. CoinFabrik would be the exclusive blockchain service provider of Borderless Capital in connection with services to start ups funded by Borderless Capital

163. In addition, Garcia and Yabo intentionally omitted the fact that CoinFabrik was entitled to receive in excess of 40 Million Algos for the Algorand Expanded Engagement.

164. When Yabo and Garcia made the false and misleading statements and omissions to CoinFabrik, they had already agreed to steal CoinFabrik's intellectual property, trade secrets, and business opportunities, including CoinFabrik's role in connection with Algorand and to the start-ups the services described in the prospectus and had no intention to effectuate the distribution of

the Algos to CoinFabrik in connection with the Algorand Engagement and Algorand Expanded Engagement.

165. CoinFabrik justifiably relied on the false statements made to it by Defendants Yabo and Garcia to its detriment by, among other things, continuing to perform extensive work for Algorand, Borderless Capital, and for the start-up entities Borderless Capital had selected for funding, without full compensation, without knowledge or suspicion that the false statements made by Garcia and Yabo were false.

166. The false and misleading statements made by Garcia as described herein were made from Lake County, Florida.

167. As a direct and proximate result of Garcia's and Yabo's fraudulent inducement, Plaintiff has suffered and continue to suffer damages.

WHEREFORE, Plaintiff demands judgment against Yabo and Garcia for damages, including costs, interest and such other additional relief as this Court deems just and appropriate.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial on all issues so triable.

Dated: August 2, 2023

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on August 2, 2023, a true and correct copy of the foregoing was furnished, either via transmission of Notices of Service of Court Document generated by the E-Portal or in some other authorized manner for those counsel or parties who are excused from e-mail service.

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/s/ Patricia Acosta

# **EXHIBIT A**

# AlgoCapital

An Algorand ecosystem fund

November 2018

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# LEGAL NOTICES

This presentation is not an offering or the solicitation of an offer to purchase an interest in Algo Capital US LP or Algo Capital BVI Ltd. (collectively, the “**Funds**”). Any such offer or solicitation will only be made to qualified investors by means of a confidential private placement memorandum and related subscription materials which contain significant additional information regarding the terms of the offering (the “**Offering Documents**”), and only in those jurisdictions where permitted by law. Any decision to invest must be based solely upon the information set forth in the Offering Documents, regardless of any information investors may have been otherwise furnished, including this presentation.

An investment in any strategy, including the strategy described herein, involves a high degree of risk. There is no guarantee that the investment objective will be achieved. All investment involves risk, including the loss of principal. Opportunities for withdrawal, redemption, and transferability of interests are restricted, so investors may not have access to capital when it is needed. There is no secondary market for the interests in the Funds and none is expected to develop. In addition, the description herein of the Funds’ risk management strategies is based on current expectations and should not be considered definitive or a guarantee that such strategies will reduce all risk.

The information in this presentation has been obtained from public sources that Algo Capital LLC (the “**Investment Manager**” or “**Algo Capital**”) believes to be reliable. The Investment Manager makes no representation as to the accuracy or completeness of such information. Opinions, estimates and projections in this presentation constitute the current judgment of the Investment Manager and are subject to change without notice. Any projections, forecasts and estimates contained in this presentation are necessarily speculative in nature and are based upon certain assumptions. No representations or warranties are made as to the accuracy of such forward-looking statements. Accordingly, any projections are only estimates, and actual results will differ and may vary substantially from the projections or estimates shown.

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## OVERVIEW

A venture capital fund investing in the best infrastructure, business and consumer technology applications, that are built leveraging the decentralized economy **powered by Algorand**

**Algo**, the native currency of **Algorand**, will be a unique asset strategically managed to support the growth of the ecosystem and gain macro exposure to the network effect that will be generated.



## MISSION STATEMENT

Deliver maximum risk adjusted return to the investor by having access to the best investment opportunities with best terms, by positioning the fund as the first and prime capital provider within the **Algorand** ecosystem.

# GENERAL PARTNERS

**David Garcia**  
Managing Partner



**in**

- **Crypto investor and manager**
  - Deployed \$70M+ in capital
  - Managed the lead **Algorand** last investment round (**\$6.5M out \$62M**)
- **Former entrepreneur**
  - 14 years in Fintech
  - Started in crypto in 2013 by co-founding [Ripio](#).

**Arul Murugan**  
Managing Partner



**in**

- **VC Investor and manager**
  - 18 investments in fintech, supply chain, media startups
- **Serial entrepreneur & builder**
  - Exited global technology firm (Enrich) to a large PE with return multiple of 908X

**Michel Dahdah**  
Partner



**in**

- **Algorithmic trader and manager**
  - Automated trading in public equities
  - Employing leading artificial intelligence techniques
- **Investments and consulting in crypto**
  - +\$20M in deadflow
  - Advisor of leading projects in the space

**Pablo Yabo**  
Partner & CTO



**in**

- **Blockchain technical expert**
  - Software security +25 years
  - Crypto engineer since 2013 developing and managing crypto assets
- **Entrepreneur**
  - 15 years software security company
  - Since 2013 co-founded [CoinFabrik](#)



## TRACK RECORD - BUILDING COMPANIES

<p><b>Enrich, LLC (2003 to 2015)</b> -Arul Murugan-</p> <ul style="list-style-type: none"> <li>■ Founded, built and scaled to a 500 employee global company</li> <li>■ Grew revenue from <b>\$0 to \$10M</b> in less than 4 years</li> <li>■ Acquired 2 UK companies and built 3 development centers.</li> <li>■ <b>Inc 500/5000 company for 5 consecutive years</b> (2007 to 2011) - <u>Demonstrated strong growth during and after recession</u></li> <li>■ Entrepreneur of the year from E&amp;Y, FETNA and B2B magazine.</li> <li>■ <b>Exit with return of 90,800% and IRR of 280% over 12 years.</b></li> </ul>	<p><b>Ripio (2014 to 2018)</b> -David Garcia-</p> <ul style="list-style-type: none"> <li>■ Co-Founded and built the leading wallet services in Argentina and Latam with 250K+ active users.</li> <li>■ <b>Raised \$40M capital from A+ investors</b> like Tim Draper, Pantera, Fenbushi, DCG, Boost.VC, Medici, FBG, BlockTower, Kosmos Capital among others.</li> <li>■ Launched RCN - a Decentralized credit network on Ethereum.</li> <li>■ Previous to Crypto, worked 10+ years in Fintech. Part of the foundational team at DineroMail, the first online payment processor in LatAm (<b>acquired by Naspers at +\$36M Valuation</b>).</li> </ul>	<p><b>CoinFabrik (2015 to 2018)</b> -Pablo Yabo-</p> <ul style="list-style-type: none"> <li>■ Co-founded and built one of the most successful blockchain labs in Latin America.</li> <li>■ <b>Developed Jaxx Wallet infrastructure.</b></li> <li>■ <b>Key partner for RSK in developing their sidechain.</b></li> <li>■ Developed <b>Ethereum-Doge bridge</b>, the first decentralized bridge between two blockchains.</li> <li>■ Audited, Invested and advised several Ethereum dApps &amp; Blockchain protocols which raised ~\$500M.</li> </ul>
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# ALGORAND OVERVIEW

**Algorand** is a purpose-built for business and first-of-its-kind blockchain transactions platform based on a novel consensus algorithm invented by the Turing Award winner, MIT professor [Silvio Micali](#) and run by a team of world class technical talent and seasoned entrepreneurs.

- Solves the blockchain trilemma (Scalability + Security + Decentralization) and fulfills the promise of blockchain technology.
- Pure proof of stake (pPOS) system without the flaws of proof of work and partial proof of stake systems.
- Distributed opportunity to everyone who builds applications or transacts on the Algorand platform.
- Evolvability of the protocol for rapid evolution today and tomorrow.



# ALGORAND CORE TEAM



**SILVIO MICALI**  
(Founder)

Turing Award Winner, MIT  
Ford Professor



**STEVEN KOKINOS**  
(CEO)

Serial entrepreneur, investor,  
co-founder and former CEO of  
Fuze.com (\$2B Valuation)



**SEAN FORD**  
(COO)

Former CMO of  
LogMeIn (GoToMeeting),  
former CMO of Avid Technology



**JING CHEN**  
(Chief Scientific Officer)

Phd MIT, Computer Science  
NSF Career Award (2016)



**NAVEED IHSANULLAH**  
(Head of Engineering)

Senior engineering leader, former  
Mozilla SR engineering manager



**SERGEY GORBUNOV**  
(Head of Research)

Phd MIT, MIT CS Doctoral Thesis  
Prize, former StealthMine CTO and  
IBM T.J. Watson Research Centre

ALGORAND MAIN INVESTORS



QCP CAPITAL



ETERNA



POLYBIUS  
—CAPITAL—



HEX CAPITAL

# ALGORAND ROADMAP



2015 - 2020



2015

2016

2017

2018

2019

2020

Algorand idea  
conceived by  
Ivivo Micali

Algorand  
technical papers  
are published

Seed investment  
led by USV and  
Pillar VC

\$62M  
Series A

TestNet launch

Mainnet  
launch

V2 Launch:  
Financial  
Instruments  
Asset registration  
Reversal  
transactions

V3 Launch:  
General purpose  
virtual machine  
(for complex  
operations and  
dApps)

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(for complex  
operations and  
dApps)

# INVESTMENT THESIS



## Problem

- Bitcoin and Ethereum issues:
  - Lot of controversy and politically undermined by ideological fights.
  - Limited scalability and reduced decentralization.
  - No real use cases and user adoption. Economic activity driven by speculation.
- Market prices evidence how utility token models and dApp market have failed to capture value and bring mainstream adoption.
- Investments to date are predominantly at protocols and infrastructures and scarce in companies driving user adoption



## Opportunity

- Creating and capturing value in the overall **Algorand** blockchain network by investing in the best business, infrastructure and consumer technology applications built on top of it, initially starting with fintech.
- The success of the companies portfolio will grow the user adoption igniting the network effect through a virtuous cycle.
- **Algos** (as a unique asset) enables **Algo Capital** to capture and retain value across all layers within the **Algorand** blockchain network ecosystem.

## Why Algorand

- “The Blockchain For Business”
- Right combination of scientific, technical and business execution team.
- Core financial primitives for the adoption of large financial institution while maintaining the benefits of a public blockchain infrastructure.
- Top tier VC's, large fixed income institutions, crypto funds and financial organizations around the world support and back **Algorand's** vision ([\\$62M Round announcement](#)).

# INVESTMENT THESIS



- User adoption + Interoperability >> Network Effect >> Create and Capture value through a Virtuous Cycle.
- **Algo Capital** ecosystem insights >> Retaining value across all the layers.

# INVESTMENT STRATEGY

Diversified **Algorand** projects, services and products portfolio across different layers with different asset classes, industry agnostic approach and multi-stage / multi-geography distribution; while at the same time leveraging the position in **Algos** and earning **Algo** rewards by participating in the **Algorand** network

## Equity investments (Primary assets)

Early stage: \$250K to \$1M.

Mid stage: \$1M to \$2M.

Late stage / Follow on: \$2M to \$5M.

Lead investor at any stage in the best deals.

Liquidation strategy:

- **Distribute 100% on exit.**

## Algos (Unique asset)

- Significant exposure with 200M **Algos** invested by **Algorand** (100M **Algos** committed at \$0.05).

- LPs benefit pro rata of the valuation increase of **Algos**.

- **Algos** held by fund will participate in validating **Algorand** Network. Participation rewards earned in **Algos** will be distributed pro rata to LPs capital account.

- Of every investment made by the fund up to 10% will be contributed in **Algos** (at FMV) to incentivize the participation in the ecosystem (Contributing **Algo**'s to portfolio companies at FMV helps to realize profit in Algo on a gradual manner).

## Digital assets investments (Secondary assets)

- Early access/best terms: \$250K to \$2M

- Liquidation strategy:

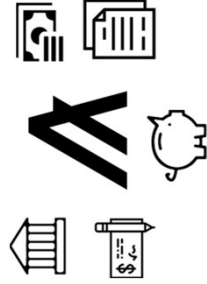
- **Distribute 100% on exit**
- Brings quicker liquidity investors



# DEAL FLOW

## Algorand

- Current entrepreneurs and developers lineup to start testing Algorand technology and run testnet nodes (~500 applicants).
- Initial business, consumer and infrastructure applications will focus on financial technology leveraging the core built in primitives for managing and issuing assets.
- **Algo** as a global liquidity asset with capital markets will attract **incumbents and best projects / teams** to build businesses and products leveraging the **Algo** currency.



## Academia

- **Algorand** is granting nodes to the top universities around the world.
- Earned **Algos** from the universities will be used to create programs and incentives for students to explore the technology.
- This initiatives will be a main source of support to **Algo Capital's** deal flow by working closely with those academic institutions.



## Incubators + Labs

- Partnering with funds and advisory desks worldwide to create incubator and accelerator programs.
- Collaboration with developer labs that will build infrastructure tools and support for developers and entrepreneurs to adopt **Algorand's** technology.



# RISK MITIGATION



**Diversification in asset classes (equity / digital assets / Algos)**



**Managing positions in liquid assets and Algos with equity & ecosystem insights**



**Multi-geography + multi-stage + industry agnostic approach**

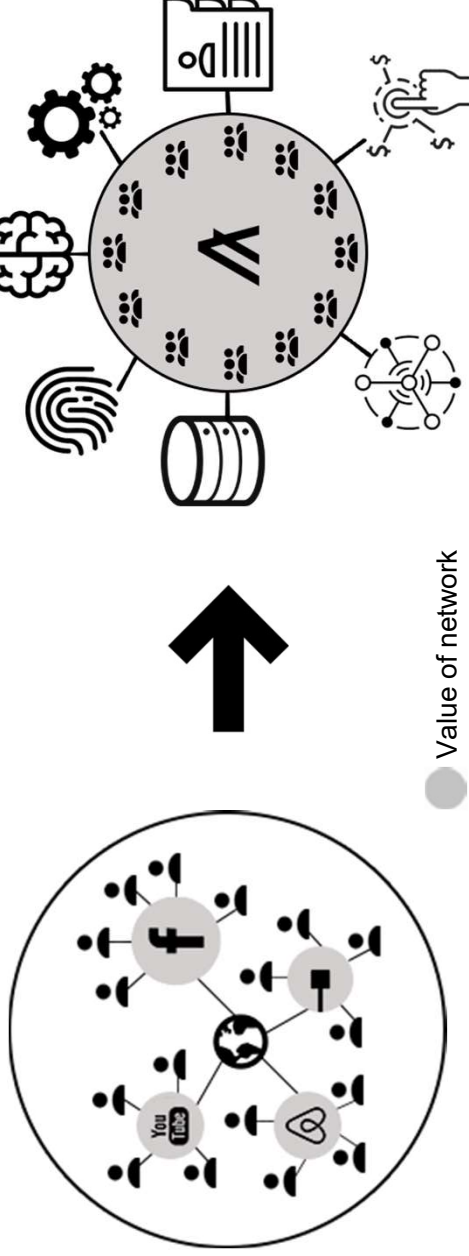


## Security Protocol

- 2FA for all cloud services and GPG encryptions for sensitive communication internally and externally.
- Login and activity log for services and software.
- Multi-signature wallet with cryptographic keys stored in hardware device and with recovery seed redundant in a multi-geographic safe vault storages.
- Transaction destination and amount confirmed via Authenticated Communication Channel.

# ECOSYSTEM OPPORTUNITY

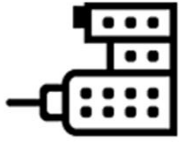
- Network effects are more valuable in a venture fund like **Algo Capital**. Traditional VC fund portfolio companies are not benefited from the network or success of each other. In the other hand, a successful company building on top of **Algorand**'s ecosystem will benefit other companies by getting vertically exposure to the same network.
- New business models will emerge from interoperability of platforms building on top of the same underlying **Algorand** Blockchain Network. As an ecosystem fund, **Algo Capital** is much more capable of identifying and capitalizing on these opportunities emerging from new models enabled by interoperability.



By building on top of **Algorand**, network effects are combined to generate **more value together** than isolated networks would.

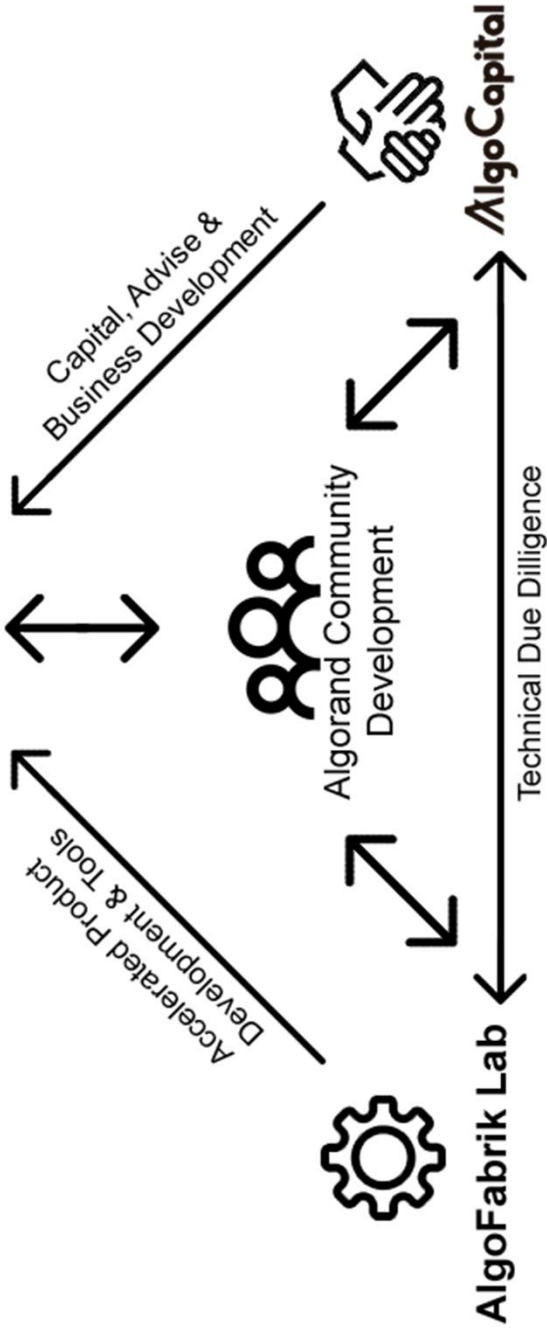
# ECOSYSTEM

**AlgoFabrik** is a tech development, research lab & accelerator, partner of **Algo Capital**



**Startups  
Companies**

**Algorand** is the anchor LP/Investor of **Algo Capital**



## KEY TERMS

<b>Fund</b>	<b>Algo Capital Master Fund LP</b>
<b>Structure</b>	Close-ended master-feeder fund.
<b>Target Size</b>	\$200M USD (~\$125M+ USD from LPs + 200M <b>Algos</b> contributed by Algorand)
<b>Fund Life</b>	10 years term with 5 years investment period
<b>Min Commitment</b>	Individuals \$500K / Institutions \$2M
<b>GP's Commitment</b>	\$2M
<b>Algorand Commitment (Anchor Investor)</b>	200M <b>Algos</b> (100M <b>Algos</b> at \$0.05 on initial closing + 100M <b>Algos</b> at FMV on future capital calls)
<b>Initial Closing</b>	December 2018
<b>Expected First Capital Deployment</b>	Q1 2019
<b>Reporting</b>	Quarterly + year end audit
<b>Local Argentine Vehicle</b>	Fideicomiso CAF ARG (allowing for smaller Minimum Commitments)
<b>Management Fee</b>	2.0% (+ 0.5% if investing through Local Argentine Vehicle)
<b>Carried Interest</b>	20% with 10% soft hurdle rate (+ 10% if investing through Local Argentine Vehicle)

# STRUCTURE

**GP**  
Algo Capital, LLC  
(DE, USA)



Algo Capital  
Master Fund LP  
(BVI)



Algo Capital BVI, Ltd  
(Non USA)



Fideicomiso CAF ARG  
(Argentina)

COLE-FRIEMAN  
& MALLON LLP

Legal Counsel

**HARNEYS**

Offshore Counsel

**TRIDENT TRUST**

Fund Administrator

**Cohen & Co**

Fund Auditor

**CFA**  
COMPANIA  
FIDUCIARIA  
AMERICANA S.A.

ARG Trustee

**AlgoCapital**

**Thanks**

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ir@algo.capital | <https://algo.capital>

# **EXHIBIT B**





June 15, 2021

Rand Labs LLC  
c/o A Registered Agent, Inc.  
8 The Green, Suite A  
Dover, Delaware 19901

Michel Dahdah  
[michel@randlabs.io](mailto:michel@randlabs.io)  
88 SW 7th Street Apt. 1407  
Miami, FL 33130

David Garcia  
[g.davideh@gmail.com](mailto:g.davideh@gmail.com)  
17256 Goldcrest Loop  
Clermont, Florida 34714

Pablo Yabo  
[pablo@randlabs.io](mailto:pablo@randlabs.io)  
Enrique Martínez 1467  
piso 2, depto. 203,  
Buenos Aires, Argentina

Re: Civil Theft of Property Belonging to Nektra, Inc. d/b/a CoinFabrik

Dear Messrs. Dahdah, Garcia, and Yabo and To Whom It May Concern at Rand Labs LLC:

Pursuant to Section 772.11, Florida Statutes (“the civil theft statute”), this letter serves as written demand for the payment of three times the sum due and owing to Nektra, Inc. d/b/a CoinFabrik (“CoinFabrik”).

Beginning in 2018, CoinFabrik began to provide blockchain and other technology services to Algorand LLC (“Algorand”). As compensation for the services, Algorand allocated and began the distribution of at least 10 million Algos to CoinFabrik. In or around July or August 2020, Rand Labs willfully and maliciously extracted all the Algos Algorand had distributed to CoinFabrik as of that date out of CoinFabrik’s designated digital wallet. Rand Labs also has blocked all further token distribution to CoinFabrik with the specific intent of depriving CoinFabrik of its property.

Rand Labs, through the direct efforts and participation of each of you, has knowingly obtained or used, or endeavored to obtain or to use, the property of CoinFabrik with the felonious intent to, either temporarily or permanently, (a) deprive CoinFabrik of a right to its property or benefit of its property, or (b) appropriate CoinFabrik’s property to Rand Lab’s own use or to the use of any person not entitled to the use of the property. Rand Lab’s acts described herein constitute civil theft in violation of the civil theft statute. As result of this violation of the civil

theft statute, CoinFabrik is entitled to receive a trebled amount (that is, triple the amount) of the damages it has sustained, which amount is at least \$30 million US Dollars.

If CoinFabrik is forced to pursue a claim for civil theft in court, the civil theft statute also provides for an award of reasonable attorneys' fees and court costs.

You may deliver payment of the treble amount of damages sustained by CoinFabrik, which is at least \$30 million US Dollars, within thirty (30) days to PAG Law, PLLC, 600 Brickell Avenue, Suite 1725, Miami Florida 33131.

Please feel free to contact me at +1 (786) 292-1599 or [patricia@pag.law](mailto:patricia@pag.law) if you wish to discuss the issues set forth in this letter in further detail.

Sincerely,

*Patricia Acosta*

Patricia Acosta, Partner  
PAG Law, PLLC