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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE**

10
11 BATCHED MERCHANT SERVICES,)
LLC, a California limited liability)
12 company; SAVVY WALLET, LLC, a)
Wyoming limited liability company;)
13 GREGORY “TUFFY” BAUM, an)
individual,)

14 Plaintiffs,)

15 vs.)

16 BATCHED LLC DAO LLC, a Wyoming)
17 limited liability company; OSCAR)
GARCIA, an individual; and DOES 1-25,)
18 inclusive,)

19 Defendants.)

Case No. 30-2023-01301099-CU-BC-
CJC
Hon. Martha K. Gooding
Dept.; C-31

**DEFENDANT OSCAR GARCIA’S
DECLARATION IN SUPPORT OF
RESPONSE TO OSC RE:
PRELIMINARY INJUNCTION**

[Filed concurrently with Defendant’s
Response to OSC re: Preliminary Injunction
and [Proposed] Order]

20
21 I, Oscar Garcia, declare as follows:

22 1. I am a Defendant in this matter and if called as a witness, I could and would
23 competently testify to all facts within my personal knowledge. I am the CEO of
24 Batched LLC, formerly Uulala LLC.

25 2. On January 12, 2023, the Court ordered me to do the following within 24 hours
26 of being served with the “Order to Show Cause Re Preliminary Injunction; and
27 Temporary Restraining Order”: (1) take all steps necessary to reactivate the Fireblocks
28

1 platform, (2) provide Plaintiffs with the Fireblocks credentials (i.e. private keys) for
2 the Fireblocks platform, (3) provide Plaintiffs with the API code for the mobile app
3 used in conjunction with the Savvy Wallet platform, (4) provide access to the
4 Fireblocks vault and Master Account, and (5) take no further actions to deactivate or
5 block the Fireblock platform.

6 3. I have fully complied with the Court’s “Order to Show Cause Re Preliminary
7 Injunction; and Temporary Restraining Order” Issued on January 12, 2023.
8 Specifically, as of January 17, 2023, provided Plaintiffs with the Fireblocks credentials
9 (i.e. private keys) for the Fireblocks platform, provided Plaintiffs with the API code
10 for the mobile app used in conjunction with the Savvy Wallet platform, provided
11 access to the Fireblocks vault and Master Account, and have taken no further action to
12 deactivate or block the Fireblock platform.

13 4. Frank DiCrisi (an officer of Plaintiff Batched Merchant Services, LLC and COO
14 of Batched LLC) and I have a longstanding business relationship that goes back many
15 years. I am the CEO of Batched LLC (hereinafter referred to as “Batched”) and Frank
16 DiCrisi is my former business partner in all of our businesses. Batched was formed in
17 2018 by myself and Mathew Loughran, a former partner. We suspended Batched
18 while we created, funded, and ran Uulala, a financial technology company that allows
19 corporations to pay out their users’ and sales agents’ funds, salary commissions, and
20 other payments. We formed this company to be a corporate payout company. Frank
21 DiCrisi (“Frank”) and I, along with Matt Loughlan, were the majority shareholders
22 and managers of the company. Frank had approximately 8% of the company and
23 managed all our bank accounts and vendor relations. We have several investors in the
24 company that gave us approximately \$3 million to create, manage, and grow the
25 company.

26 5. In 2018, we sought the ability to run a digital currency inside our platform in
27 order to have users pay fees in our platform through our own digital currency. We
28 applied for the only regulation we could find at the time, which was located in

1 Bermuda. After 6 months, the Premier of Bermuda in Miami, Florida announced that
2 we were the first company that has ever passed the regulatory process and were granted
3 the right to offer a digital currency. That same day we were informed by our team that
4 the SEC was investigating us and other digital currency blockchain companies. Frank,
5 Matt, and myself participated in an SEC deposition. In the deposition, we showed
6 everything we did to get to where we were.

7 6. After years in litigation, we decided as a company to settle with the SEC. I was
8 fined personally but did not have to admit guilt or claim innocence. The company,
9 Uulala, which Frank owns and manages was also fined. After the fine, we noticed that
10 several of our banking vendors were aware of the SEC investigation and settlement
11 and decided to drop the services they were rendering to us. We moved the Uulala
12 program to another card provider named Berkeley Payments. Berkeley's main bank
13 is Evolve Bank.

14 7. Frank and I continued managing the company and we moved all services over
15 to Evolve Bank. Both Uulala and Batched started accounts with Evolve Bank. Soon,
16 Evolve Bank also cited the SEC settlement as a reason to drop the Uulala card issuing
17 program, but they kept Batched as a client. In or around March of 2022, Uulala was
18 completely shut down but Batched continued at Berkeley and Evolve Bank. Frank
19 called me soon after and said that Evolve Bank needed me removed from the company
20 documents for them to continue working with us. I agreed and Frank and I were under
21 verbal agreement to keep running the company together. I was still CEO and he was
22 COO.

23 8. In or around July of 2022, we received another letter from the SEC asking for
24 information related to Uulala, Batched, and any other company we controlled or
25 started. Frank and I agreed to separate the services technology to show that we had
26 separated the functions of the company. We told several investors and agents about
27 the plan and we gathered the support of our major investors and others.

28

1 9. In August 2022, Frank sent our attorney an agreement that Batched Merchant
2 Services was now the main company and Batched DOA was the sales arm. This is the
3 Agreement cited in the Complaint as Exhibit A. In text messages it was clear that
4 Frank created that agreement the day before sending it to our attorney. I only signed it
5 after Frank insisted several times. I trusted Frank for years and I never suspected any
6 bad faith. But, he had clearly back dated the contracts to 2021. Batched Merchant
7 Services did not exist in 2021. So, the agreement struck me as odd. In retrospect, the
8 division of Batched into Batched Merchant Services and Batched DAO was likely
9 another step by Plaintiffs and Frank in the creation and execution of the Ponzi scheme.

10 10. A true and correct screenshot of the text message from Frank sending me the
11 Agreement on August 3, 2022, is attached hereto as Exhibit A. Again, to be clear, the
12 Agreement cited by Plaintiffs in the Complaint has been incorrectly backdated by
13 Plaintiffs to October of 2021. The Agreement was an instrumentality of Plaintiffs'
14 fraud, in that it was used to help appease the SEC, make the businesses appear more
15 legitimate, and further the creation and operation of the Ponzi scheme. This was one
16 of a series of steps by Plaintiffs and Frank to centralize their power and control in order
17 to effectively run the Ponzi scheme. The illegality of the contract is central to its
18 purpose, that is, to assist in the perpetuation of a fraud against Plaintiffs' customers
19 via the Ponzi scheme and the laundering of money.

20 11. Throughout 2022, we had commission accounting issues with one of our
21 products and programs, the Batched Node lic program. This is a program where
22 independent sales agents can join and bring in clients and get paid for their activity.
23 This program is similar to the credit card merchant service industry with their
24 independent sales organizations ("ISO's"). We followed that business model. But,
25 Frank and our compliance team (Tracey Wallace and Maria Garcia) kept having
26 commissions and communication issues.

27 12. These issues boiled over after September 2022 when myself and one of our top
28 agents kept asking for a full audit and report of the accounting. I kept asking for the

1 audit and bank records but Frank claimed he could not get the bank account statements
2 from Evolve. He claimed they did not provide that to him, only reports. This was
3 clearly not the case once I reviewed his emails showing that he had been able to pull
4 electronic bank statements earlier in the year.

5 13. I kept telling Frank on text messages and on the phone that we need to resolve
6 the accounting issues (i.e. what we owe and to whom) fast. I explained to him that I
7 was afraid that several people were going to sue us for all these delays.

8 14. During these text exchanges in or around October 28, 2022 I learned about “The
9 Traders Domain” program. A true and correct screenshot of my text exchange with
10 Frank is attached hereto as Exhibit B. In that text exchange, Frank told me he had a
11 way to make money and pay off our obligations to sales agents. When I asked how,
12 he explained the program to me. He claimed that if I place \$20,000 into the program
13 I could take out 1% to 2% a day almost immediately. In my text message I told him
14 that it sounded unsustainable and like a lot of the illegal programs that were shut down
15 before. He claimed that he was already seeing great results with his family
16 participation. He claimed on text that he controlled \$4 million of their money and
17 could make us whole if something went wrong. I told him I would call him later to
18 talk about it. During the call he explained that his son and he, along with Plaintiff
19 Gregory “Tuffy” Baum and his son, were having great results. When I asked about
20 who brought “The Traders Domain” in, Frank informed me that Mr. Baum and
21 Plaintiff Savvy Wallet LLC (“Savvy”) brought in the client. I told him I was not
22 willing to risk involvement in an illegal program. I was worried about my SEC
23 settlement and the SEC current investigation request.

24 15. By November, during a review of my emails I found a strange email from Frank
25 to Fireblocks, our crypto wallet provider. When we started with FireBlocks with
26 Uulala, we paid \$5,000 a month to use their services in early 2021, and we continued
27 with the service with Batched by paying over \$60,000 for a full year of use. But on
28 this email, I realized that Frank was trying to get me out of the system. I emailed all

1 involved and asked when this request was done and by whose authority. Frank
2 responded that it had occurred back in or around November 9th, 2022. I responded
3 back that this was not our arrangement.

4 16. I called Frank to confront him about these matters. I asked what he was doing
5 and why. He claimed that he thought we agreed to this. I reminded him that we agreed
6 verbally to only change ownership of the providers that had an issue with the SEC
7 settlement docs. After our call, he and I agreed that the ownership will stay in my
8 console.

9 17. He stated on his response: "I have told Garrett and Cara that you would have the
10 documents that they need to get the account re-assigned to Batched DAO, LLC, or
11 Uulala. Thanks, everyone. Let me know if I can be of any further assistance. The
12 sooner we get this resolved the better. Frank" A true and correct copy of this e-mail is
13 attached hereto as Exhibit C, at pages 2-3.

14 18. Frank's next emails to Fireblocks confirmed the phone conversation we had just
15 had and he told them to leave the ownership to me. See Exhibit C. He confirmed this
16 twice in emails. At no time did Frank tell me that he had sold Batched Merchant
17 Services to Savvy in October 2022 as he claimed in his affidavit accompanying the
18 "Ex Parte Application for Temporary Restraining Order and OSC Re: Preliminary
19 Injunction." He also did not ask me for any keys or ownership switch. On the contrary,
20 he emailed Fireblocks to confirm my ownership. See Exhibit C.

21 19. These actions alarmed me. I soon shut down his email access and performed an
22 investigation of his activity. I found that in or around July 2022 Frank requested help
23 to change the ownership status of Batched DAO LLC. Frank DiCrisi and Tracey
24 Wallace emailed our LLC service provider and asked what she needed to perform the
25 ownership change. Our LLC provider's email confirmed that she needed my signature.
26 The next email I saw clearly shows Frank DiCrisi providing my signature to her on the
27 document she required. I have no memory of providing this signature, and it clearly
28 is not mine. Someone forged that document. That was alarming.

1 20. I continued reviewing and ended the day confused and shocked. After several
2 days, I emailed Frank discussing all that I had found. On or around November 16th,
3 2022, I sent Frank an email that told him to stop all activities and “Any mis
4 management or fraudulent convenience of Tech, Vendors, Clients or funds is frankly
5 illegal and a case against you me or both.” True and correct copies of these e-mails
6 are attached hereto as Exhibit D.

7 21. In the email, I outlined my findings about the over \$11 million in crypto
8 currency that was moved through our system and paid out to the company, “The
9 Traders Domain.” I told him that the company he was using clearly could not do
10 business in the United States. The company states that fact on their web site. I told
11 Frank in the email that I had an independent accounting team review conduct a review
12 of the company and our activities. The independent accounting team had concerns that
13 this might be a situation where a mule in money laundering was being used. Our
14 system was the “mule” and Frank DiCrisi was the insider allowing these activities. I
15 expressed my concerns and told him we must find a way to separate and clear up these
16 issues. See Exhibit D at 1-4.

17 22. Frank DiCrisi emailed me back, but not with a statement that he sold the
18 company to Savvy in October or with demands for keys for Fireblocks, but rather with
19 a settlement agreement. See Exhibit D at 6. At first, he offered me around \$200,000
20 in services and six months of help so we could separate. I told him that if he showed
21 good faith we could work out the separation in 30 days or so between the two of us.
22 Frank offered to pay all financial commitments from that day on.

23 23. Frank honored his email’s commitment to pay the team (he paid approximately
24 \$15,000 towards the settlement proposal), but not to give me the rest of what I asked
25 for. I asked him for all of our bank records for Batched and Uulala from Evolve Bank
26 so I could audit them. He gave excuses that he could not get them. I found an email
27 that clearly shows Frank downloading electronic statements from of our two bank
28 accounts early in 2022. Clearly, he was lying about that fact, in my opinion.

1 24. At that time, I asked for the return of my Godaddy account that I started years
2 ago. This account was the source for us to buy all our domain names for clients. He
3 agreed but when he asked me to move some of Savvy's domain over, I told him to
4 request the domain he wanted through his new account and I would agree on the
5 domain that we had no issues with. Frank did not do that. Instead, he realized that I
6 did not deactivate his user access so he went in and stole several domain names that
7 had nothing to do with Savvy. I was shocked and soon deactivated his access. I
8 confronted him on about it. Things kept going badly from this point forward.

9 25. Frank continued showing bad faith. The programmers he convinced to stay on
10 his side stopped communicating with me. The programmers also did not back up any
11 of our code after November 15th, 2022. This was clearly one of our agreements.

12 26. During the Christmas holiday I was informed of several mismanagements of
13 crypto deposits by the team. I was informed of the approximately \$40,000 in Bitcoin
14 was not showing up. I explained to Frank that he was now running the team. The team
15 refused to communicate with me and I told Frank that he needed to look through his
16 bad accounting practices to see if he allowed users to take out Bitcoin or swap money
17 for bitcoin in order to reconcile the account. I asked him for all records. Instead, he
18 asked me to get one of our top programmers that Frank no longer wanted to deal with
19 to investigate. I did exactly that. But, what came back was a shocking revelation that
20 over \$20 million worth of crypto currency went in and out of our system in the past
21 two months. No fees were charged and when we found out that it was mostly all for
22 the company "The Traders Domain," I needed to take action and conduct a full audit
23 and legal review of all transactions.

24 27. The Traders Domain is clearly a Ponzi scheme. Frank DiCrisi and Tuff Baum
25 have personal money in the Ponzi scheme and are running a flow of money into the
26 scheme. They have moved over \$50 million in crypto currency and US currency
27 through our technology and service providers directly to "The Traders Domain"
28 systems.

1 28. The Traders Domain works with, or as a client of, Savvy. Savvy contracted
2 with Batched technical staff to create a specific system to allow for the flow of US
3 dollars and crypto currency into the Traders Domain.

4 29. The video entitled, “How to Wire Funds to Savvy,” is found at
5 <https://www.youtube.com/watch?v=ch0GB2ZLqgM&t=6s>, and shows how to bypass
6 the US restrictions using crypto currency.

7 30. I found another video that is 1 hour and 33 minutes long where the founder of
8 Traders Domain states how he takes money from new investors to pay off old
9 investors. This is a classic Ponzi scheme. A 15-minute highlight reel of the full 1
10 hour and 33 minute video can be found here: <https://youtu.be/pHOibaAhWuU>.

11 31. Classic signs of a Ponzi scheme include large, incoming fund transfers that are
12 received on behalf of a foreign client, with little or no explicit reason. Fund transfer
13 activity is generally unexplained, repetitive, and shows unusual patterns. Payments
14 or receipts generally also have no apparent links to legitimate contracts, good or
15 services received. All these signs were present here.

16 32. In sum, during my investigation I found that the Batched system was changed
17 by Plaintiffs to allow the Traders Domain to conduct business in the United States.

18 33. This activity is confirmed with some of the transactions we have uncovered
19 that over \$20,841,697.519 in USDT alone was transferred in and out of our
20 Fireblocks service within November and December of 2022.

21 34. Once I learned of the Ponzi scheme, I had no choice but to shut down activity
22 on the Fireblocks account. I did not shut down the Fireblocks account to disrupt
23 Plaintiffs’ business relationships. I did it to stop the illegality that had been
24 occurring and to protect Plaintiffs’ clients’ funds that were wrapped up in the Ponzi
25 scheme. By deactivating the platform, we were able to temporarily stop the unlawful
26 use of Plaintiffs’ clients’ funds in the Ponzi scheme and allow for an audit.

27

28

1 35. On January 3, 2023, I e-mailed Frank and informed him that we needed to
2 conduct a full audit and “turn off all access to systems until the audit and legal are
3 done.” A true and correct copy of this e-mail is attached hereto as Exhibit E.

4 36. In order to stop Plaintiff’s illegal conduct and protect Plaintiffs’ clients’ funds,
5 the Court should order the deactivation of the Fireblocks platform.

6
7

8 I declare under penalty of perjury under the laws of the State of California that
9 the foregoing is true and correct.

10

11 Executed this 19th day of January, 2023, at Cathedral City, California.

12

13 By:  _____

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Defendant Oscar Garcia

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Exhibits to Defendant Oscar Garcia's Response to OSC Re: Preliminary Injunction

Exhibit A: August 3, 2022 text message screenshots between Oscar Garcia and Frank DiCrisi

Exhibit B: October 28, 2022 text message screenshots between Oscar Garcia and Frank DiCrisi

Exhibit C: November 2022 e-mail thread between Frank DiCrisi and others re: Fireblocks account

Exhibit D: November 16, 2022 e-mail thread between Oscar Garcia and Frank DiCrisi

Exhibit E: January 3, 2023 E-mail from Oscar Garcia to Frank DiCrisi and Kathy Keen titled "Compliance Legal Notice"

Exhibit A



Frank Dicrisi

last seen today at 12:55 AM



8/3/2022

smooth onboarding 12:31 PM ✓

lets make a Google doc for all this 12:31 PM ✓

Ok 12:31 PM

there is a story here. 12:31 PM ✓

we are up then down due to this, we searched for solutions and where back up 12:32 PM ✓

that type of time line will help us in future 12:32 PM ✓

 Distribution and Services Agreement.pdf
PDF • 103 kB

6:20 PM

I think this achieves what we talked about. Like you said, simple and to the point. I have already signed it. 6:21 PM

😊 ill.go through it. for the mean time yesterday's is standard 6:57 PM ✓

let me stay on the other stuff 6:57 PM ✓

and let's keep pushing for eric pena 6:58 PM ✓

are we on clock with him 6:58 PM ✓

do we need anything 6:58 PM ✓

can we estimate anything for him 6:58 PM ✓



Type a message

Exhibit B



Frank Dicrisi

last seen yesterday at 11:12 PM

v

U-VU F""IM V.,

10/28/2022

I think I have a solution to the issue
6:36 PM

We can talk tomorrow
6:36 PM

by doing what. payment included
6:49 PM..//

or a solution without paying them
6:49 PM..//

They get paid by someone else
6:50 PM

Haha
6:50 PM

I'll call you in the morning
6:50 PM

who tuffy
6:50 PM..//

No.
6:50 PM

Traders Domain
6:50 PM

ok will talk tomorrow
6:50 PM /

I had family member get in. They are getting almost 30% return.
6:51 PM

If there is any way to come up with \$20k it could generate \$4k or \$5k a month and everyone gets a little bit until all paid off.
6:54 PM

And the \$20k is still there
R:F.4 PM



10/28/2022

who tuffy 6:50 PM /

No. 6:50 PM

Traders Domain 6:50 PM

ok will talk tomorrow 6:50 PM /

I had family member get in. They are getting almost 30% return. 6:51 PM

If there is any way to come up with \$20k it could generate \$4k or \$5k a month and everyone gets a little bit until all paid off. 6:54 PM

And the \$20k is still there 6:54 PM

And it pays out daily 6:55 PM

we still need the list to see how much is really owed 6:58 PM /

5k a month if it returns that is 166 a day to distribute 6:58 PM /

it will be 10month to pay off everyone 6:58 PM /

if 50k is owed 6:59 PM /

will that temper steam... what if traders employees 6:59 PM /

Yeah. I'm working on the list 6:59 PM

30% is unsustainable 6:59 PM /

long term 6:59 PM /



Type a message

Frank Dicrisi

[Jo

v

10/28/2022

it will be 10month to pay off everyine

6:58 PM /

if 50k is owed

6:59 PM /

will that temper steam... what if traders emplodes

6:59 PM /

Yeah. I'm working on the list

6:59 PM

30% is unsustainable

6:59 PM /

long term

6:59 PM /

If it implodes I'm holding \$4 million of their dollars

6:59 PM

Ok. You don't have to do it

7:00 PM

Was just an idea

7:00 PM

i worried about 30 days law suite

7:00 PM /

we need to make a dent like 10k to 20k

7:00 PM /

half of the debt to make them believe

7:00 PM /

You could be paying people by Tuesday

7:00 PM

i have to see all the options

7:01 PM /

to avoid over reaction from people

7:02 PM /

combination of shit. but if your saying put my reseve for my house in.. thats to much of a risk

7:02 PM /

v

Exhibit C



Oscar Garcia <og@batched.com>

Fireblocks Account

11 messages

Frank DiCrisi <frank@batchedmerchantservices.com>
To: ggeorgakas@fireblocks.com, Oscar Garcia <og@batched.com>

Mon, Nov 7, 2022 at 5:12 PM

Garrett,

I wanted to send this email based on a conversation that Oscar Garcia and I had earlier today. He was under the impression that the Fireblocks account was under his company name and EIN, instead of my company, Batched Merchant Services, and its EIN. I am fine releasing the current Fireblocks account to him.

He has the corporate docs for Batched DAO, LLC, and whatever else you need for your records to get Batched DAO, LLC into your system and make the switch. Please let me know if you need anything from me to make that happen, other than this email. The sooner we can make the switch the better so please just let us know what you need. Thank you, Garrett.

--
Regards,

Frank

Frank A DiCrisi III
(c) 714.290.5213



E. Frank@Batchedmerchantservices.com
www.BatchedMerchantServices.com

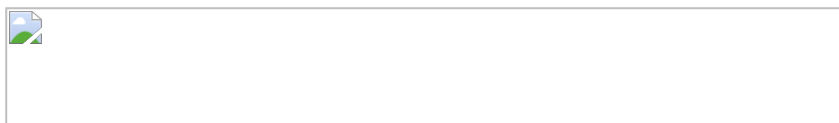
Garrett Georgakas <ggeorgakas@fireblocks.com>
To: Frank DiCrisi <frank@batchedmerchantservices.com>, Oscar Garcia <og@batched.com>, Cara Liberati <cara@fireblocks.com>

Tue, Nov 8, 2022 at 2:15 PM

Looping in Cara for visibility. We will work internally to figure out how Fireblocks can move forward and get back to you.

Garrett Georgakas
Fireblocks | Sales Director
M: 650.208.6007 | E: Ggeorgakas@Fireblocks.com

[Why Fireblocks?](#)
[How Fasanara taps into the DeFi market with Fireblocks "](#)
[Banks and FinTechs move to direct custody](#)



[Quoted text hidden]

Oscar Garcia <og@batched.com>
To: Garrett Georgakas <ggeorgakas@fireblocks.com>
Cc: Frank DiCrisi <frank@batchedmerchantservices.com>, Cara Liberati <cara@fireblocks.com>

Tue, Nov 8, 2022 at 11:12 PM

Garrett please outline when and how we went from

Fireblocks Uulala, to Fireblocks Batched to Fireblocks batchedmerchantservices. so we can outline the payments sent to you by which account also.

[Quoted text hidden]

--

www.Batched.com Diversified Merchant Service Matching.

Oscar Rico Garcia
CEO
<http://www.Batched.com>



This message is privileged & confidential. If you are not the intended recipient, please do not read, copy, or use it in any manner, nor disclose it to others. Please notify the sender of the delivery error by replying to this message, and then please delete it from your system.

Frank DiCrisi <frank@batchedmerchantservices.com> Wed, Nov 9, 2022 at 1:13 AM
To: Oscar Garcia <og@batched.com>
Cc: Garrett Georgakas <ggeorgakas@fireblocks.com>, Cara Liberati <cara@fireblocks.com>

Oscar,

You and I made the decision to move the account from Uulala over to Batched, just as we did with other agreements with other partners, when Uulala was going through its issues in early 2021. Please see the email string below, and please see the attached "Re Assignment to Batched LLC" document. I originally sent this to you last year, but here it is again so that you don't have to search for it.

The account name change was requested recently when I did the name change going from Batched, LLC to Batched Merchant Services. The EIN for the agreement is the same as it has been since the re-assignment. Only the name was going to be changed. I do not know if Garrett and his team have made the change on their side, but the EIN for the agreement is the EIN for Batched Merchant Services.

But all of that is subject to change obviously. When you have the agreement switched over to your entity, I suspect Garrett and Cara will go through a similar process that Jesse did for us back in March 2021, and you can discuss with them whether you want it to be under Batched DAO, LLC, or Uulala.

As for the payments, the payments have always come from Batched or now Batched Merchant Services. If you see the email string below you will see where I asked Jesse if it was ok if I paid the initial invoice from the Batched account. The quarterly invoices in 2021 were paid from the Batched account. Those payments were \$15,000 each quarter. When it switched over to the annual payment structure, the annual fee was simply \$60,000. That payment was also made by Batched, with the exception of the last one, which was made by Batched Merchant Services, as it was made last week after I had changed the company name. Please see the table below for the complete reconciliation:

| Invoice No | Invoice Date | Payment Date | Description | Amount Due | Amount Paid | Balance Due |
|--------------|--------------|--------------|-----------------|--------------|--------------|--------------|
| INVUS8000346 | 1/1/2021 | 1/15/2021 | Fireblocks Inc. | \$ 1,450.00 | \$ 1,450.00 | \$ - |
| INVUS8000421 | 2/4/2021 | 3/15/2021 | Fireblocks Inc. | \$ 15,000.00 | \$ 15,000.00 | \$ - |
| INVUS8000575 | 5/4/2021 | 8/18/2021 | Fireblocks Inc. | \$ 15,000.00 | \$ 15,000.00 | \$ - |
| INVUS8000804 | 8/4/2021 | 9/3/2021 | Fireblocks Inc. | \$ 15,000.00 | \$ 15,000.00 | \$ - |
| INVUS8001345 | 1/31/2022 | 2/24/2022 | Fireblocks Inc. | \$ 60,000.00 | \$ 60,000.00 | \$ - |
| INVUS8001034 | 11/9/2021 | 11/4/2022 | Fireblocks Inc | \$ 15,000.00 | \$ 1,000.00 | \$ 14,000.00 |

The partial payment I made last week was toward paying off the past-due balance of \$15,000 from the last quarter of 2021.

I have told Garrett and Cara that you would have the documents that they need to get the account re-assigned to Batched DAO, LLC, or Uulala.

Thanks, everyone. Let me know if I can be of any further assistance. The sooner we get this resolved the better.

Frank

----- Forwarded message -----

From: **Jesse Kressel** <jesse@fireblocks.com>
Date: Mon, Mar 15, 2021 at 5:59 AM
Subject: Re: Agreements questions
To: Tal Wolloch Barkan <tal@fireblocks.io>
Cc: Frank DiCrisi <frankdicrisi@uulala.io>, Jason Allegrante <jason@fireblocks.com>

Hi Frank,

Please see the attached document to which is our written acknowledgment of the entity change.

Thanks!
Jesse

On Mon, Mar 15, 2021 at 8:56 AM Tal Wolloch Barkan <tal@fireblocks.io> wrote:

Hi Frank,
Please find attached the corrected invoice.
You are more than welcome to send the payment, we updated your legal name in our system. Please make sure to send us the signed document when it's ready.
Let me know if you have any questions.
Thanks in advance,
Tal Wolloch Barkan
Fireblocks | Sales Operations Manager
Mobile: +972-52-8380833

[Announcing Revolut: Our 100th Customer](#)
[Fireblocks DeFi for Institutional Lending, Staking & Borrowing](#)
[Meet Some of the Fireblocks Network Members](#)



On Sat, Mar 13, 2021 at 9:51 PM Frank DiCrisi <frankdicrisi@uulala.io> wrote:

Jesse,

Are you ok if we send the payment for the invoice from our Batched account, or do you want to get the agreements fixed first? We are ready to wire the funds, I just don't want to confuse your AR department. Thanks, pal.

Regards,

Frank

Frank A DiCrisi III
COO
Uulala, Inc.
714.290.5213

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Thank You

On Thu, Mar 11, 2021 at 2:12 PM Frank DiCrisi <frankdicrisi@uulala.io> wrote:

Excellent,

The address is:

[16641 PINNACLE PEAK CT](#)
[Riverside, California, 92503](#)

I am also including our Articles of Incorporation, but please note the address on the Articles, back in 2018, when they were filed, is different than our current address. Thanks, Jesse.

Regards,

Frank

Frank A DiCrisi III
COO
Uulala, Inc.
714.290.5213

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Thank You

On Thu, Mar 11, 2021 at 2:08 PM Jesse Kressel <jesse@fireblocks.com> wrote:

Hi Frank,

No worries on this. Can you please send me the address the Batched, LLC entity? Our legal counsel will help make the switch for us which is pretty easy to take care of with a written consent letter.

Thanks,
Jesse

On Thu, Mar 11, 2021 at 4:30 PM Frank DiCrisi <frankdicrisi@uulala.io> wrote:

Jesse,

Two quick things, I am about to send the payment for the first invoice, but I need to fix something with you that I am not sure Oscar told you about. The funds are going to come to you from our other company. That company is called Batched, LLC. I would like for all of our agreements to be between Batched and Fireblocks, instead of Uulala and Fireblocks. How difficult is it to make that happen? I will make sure that I have your wiring instructions and if I need anything, I will reach out right away.

Regards,

Frank

Frank A DiCrisi III
COO
Uulala, Inc.
714.290.5213

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unlawful. If you have received this E-mail in error, please notify the sender immediately and permanently delete the original and any copy of this E-mail and any printout. Thank You

On Tue, Feb 16, 2021 at 9:40 AM Frank DiCrisi <frankdicrisi@uulala.io> wrote:

Good morning guys,

Quick question that I hope you can help me with. In the agreement, in Appendix A, the optional services, it mentions Gas Station Services. Can you help me understand that a little better?

Also, when it comes to fees, are we at liberty to charge what we determine to be competitive in the market and our only fees to Fireblocks are the monthly fees in the invoice that you sent over? Do I have that right?

Thank you, gentlemen. I am told by the team we are getting closer to launch every day.

Also,
Regards,

Frank

Frank A DiCrisi III
COO
Uulala, Inc.
714.290.5213

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--

Jesse Kressel
Fireblocks | Sales Director
M: 516.589.4656 | E: Jesse@Fireblocks.com

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[Quoted text hidden]

Re Assignment to Batched LLC (3).pdf
95K

Oscar Garcia <og@batched.com>
Draft To: Frank DiCrisi <frank@batchedmerchantservices.com>

Wed, Nov 9, 2022 at 7:30 AM

[Quoted text hidden]

Oscar Garcia <og@batched.com>
To: Frank DiCrisi <frank@batchedmerchantservices.com>
Cc: Garrett Georgakas <ggeorgakas@fireblocks.com>, Cara Liberati <cara@fireblocks.com>

Wed, Nov 9, 2022 at 7:31 AM

ok i see the time table and payments. this is understood thanks. lets just leave it as batched with correct ein.

On Wed, Nov 9, 2022, 3:13 AM Frank DiCrisi <frank@batchedmerchantservices.com> wrote:
[Quoted text hidden]

Frank DiCrisi <frank@batchedmerchantservices.com> Wed, Nov 9, 2022 at 10:44 AM
To: Oscar Garcia <og@batched.com>
Cc: Garrett Georgakas <ggeorgakas@fireblocks.com>, Cara Liberati <cara@fireblocks.com>

OK good, thanks.

Going with Oscar's response below, the correct EIN for the reassignment would be the one for Batched DAO, LLC. I have attached the IRS document with the Batched DAO EIN.

Thank you, Garrett and Cara.

Frank
[Quoted text hidden]

 **Batched Wyoming EIN.pdf**
14K

Garrett Georgakas <ggeorgakas@fireblocks.com> Wed, Nov 9, 2022 at 10:56 AM
To: Frank DiCrisi <frank@batchedmerchantservices.com>
Cc: Oscar Garcia <og@batched.com>, Cara Liberati <cara@fireblocks.com>

Hi Oscar and Frank. Frank thanks for clarifying the previous entity change. As mentioned, we will follow up once we have clear guidance internally on how Fireblocks wants to move forward.

Garrett Georgakas
[Fireblocks](#) | Sales Director
M: 650.208.6007 | E: Ggeorgakas@Fireblocks.com

[Why Fireblocks?](#)
[How Fasanara taps into the DeFi market with Fireblocks "](#)
[Banks and FinTechs move to direct custody](#)



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www.Batchded.com Diversified Merchant Service Matching.

Oscar Rico Garcia
CEO
<http://www.Batchded.com>



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--
Regards,

Frank

Frank A DiCrisi III
(c) 714.290.5213



E. Frank@Batchedmerchantservices.com
www.BatchedMerchantServices.com

--
Regards,

Frank

Frank A DiCrisi III
(c) 714.290.5213



E. Frank@Batchedmerchantservices.com
www.BatchedMerchantServices.com

Frank DiCrisi <frank@batchedmerchantservices.com>
To: Garrett Georgakas <ggeorgakas@fireblocks.com>
Cc: Oscar Garcia <og@batched.com>, Cara Liberati <cara@fireblocks.com>

Wed, Nov 9, 2022 at 10:59 AM

Thank you, Garrett.

Frank
[Quoted text hidden]

Cara Liberati <cara@fireblocks.com>
To: Frank DiCrisi <frank@batchedmerchantservices.com>
Cc: Garrett Georgakas <ggeorgakas@fireblocks.com>, Oscar Garcia <og@batched.com>

Thu, Nov 10, 2022 at 11:00 AM

Hi Oscar,

Our compliance team is still reviewing next steps in regards to shifting the contract. In the meantime, could you provide the following information:

- Legal Entity Name:
- Legal Entity Billing Address:
- Legal Entity Shipping Address:
- Billing contact Name, Email, Phone:
- Signatory Contact Name, Email Phone:

Best,
Cara
[Quoted text hidden]

Oscar Garcia <og@batched.com>
To: Cara Liberati <cara@fireblocks.com>

Thu, Nov 10, 2022 at 11:46 AM

i will send
[Quoted text hidden]

Exhibit D



Oscar Garcia <og@batched.com>

Urgent you stop moving assets and read

15 messages

Oscar Garcia <og@batched.com>

Wed, Nov 16, 2022 at 1:57 AM

To: Frank DiCrisi <frank@batchedmerchantservices.com>

We will address these things next week. unless something drastic happens where we have to stop everything until this is resolved.....

Please read the issues outlined below.....

One there is more than those two options you sent for us to move forward.

But we must address the two key things we have found.

All our assets tech (IP) have been moved over to the SAVVY server on an agreement you negotiated on our behalf with Tuffy and the Savvy wallet team. One they have been our client for the past 2 years and they paid us to customize the platform for them. Prior to moving to them all income received by clients that either myself or the team have brought in which included Savvy wallet was managed by you [Frank DiCrisi](#) and I Oscar Garcia me. We went from UULALA kraken account liquidating to our UULALA Evolve account. From there we made it clear that we will separate the companies to manage the assets better, but we never agreed on separating the ownerships, just the management... Batched was moved into place due to the issue that uulala can not have a bank card relationship due to the SEC statement about uulala. Current update on this... I have found emails where you clearly asked Lisa to change the original Batched LLC with its Original EIN that i started to your company name Batched Marchant Services with the same EIN. So that would help you move forward with vendors updating the name on there contracts. Again something i had no knowledge of.

You were going to run batched and I was with you as its silent manager. I was going to be on an agreement that stated we still own all equally. We were supposed to then include our key investors so they can have ownership along with us. Once Batched nodes launched that name was tied to me anyway. Evolve did not have an issue but our old issuer did Bancorp. All funds received by Batched nodes were still liquidated by UULALA kraken to UULALA evolve until that account was closed. We started Batched many years ago with its old EIN but after we got full control from mathew it was updated with our names as owners. That somehow has morphed to Batched Merchant services. And a new BATCHED DAO was established where we both had ownership to run the sales and node system separately but as one company with different LLC's. I have now seen emails where you asked lisa and the Wyoming team to update the ownership and either you or Tracey Wallace forged my signature to authorize this change. I again never signed that and had no knowledge of that transaction. The problem with this issue is that im sure Tracey has done this often. At times with my permission but these items im finding clearly shows that i never knew what was going on. I will reach out to all and get there side of the story and remind Tracey of the law wich states the following: Forgery

California Penal Code 115 PC makes it a crime knowingly to file, register, or record a false or forged document in any public office within the state. Doing so is a felony offense that is punishable by **up to three years in jail or prison**. Im sure this will cause many service providers to and regualators to look into you and tracey. At this point you will be in the same boat I am in where you have to trust your partners to keep your hard work up and running without the danger of someone cutting you off at the knees.

These are easy facts to prove based on our conversations and comingling of funds. Funds that I keep providing with the latest being the saving of Evolve account with a 4k loan in October. You stated that we owe a past bill and if we did not pay them 9 thousand today they were going to shut us down. We were short by 4 thousand or so and i told you I could cover it. But you needed to collect from savvy the bill they agreed to pay. You did and you paid my loan back that I made to the company with funds the company earned with our client. The constant payments I made to the DEV team every month also. The payments to you, small they have been the last couple of months, but were still there. The fact that all clients deposits you managed, the fact that the company earned revenue all last year and this year you have retained a good salary from. The emails and text messages that will show that only in the past 4 months have you been manipulating the facts to get vendors to update there information. One such email to fireblocks on Nov 4th 2022. Therefore I believe all you have done is in the ownership of our collective company but with an intent to move resources to your sole control.

Any mis management or fraudulent convenience of Tech, Vendors, Clients or funds is frankly illegal and a case against you me or both. This is a major concern as you can see that will cause issues with any party that has invested into us. Pulse some of the acts i have encountered are felonies. But I wich to move forward passed all these facts.

Second major concern.

You have onboarded a client name <https://thetradersdomain.com/> Under Savvy which is our Broker. This account is a company client but i have no visibility on the back office for them now. But the issue at hand is what are we doing for them. The Traders Domain website states the following

“The Traders Domain does not provide services to residents of the USA, Canada, Sudan, Syria, North Korea, Iran, Israel, New Zealand, Japan,Iraq, Mauritius, Myanmar, Yemen, Afghanistan, United Kingdom, Australia, Vanuatu and EEA countries.”

In the past month you have taken via Crypto over **\$11,988,060.47** which does not represent the ACH deposits you took also, all through our vendors and platform. When you took ACH deposits it caused us to lose one of our vendors. To my knowledge all these deposits have Gone to the Batched Kraken account that you Frank DiCrisi control and these crypto assets have been liquidated and sent via our Batched Evolved account to a The Traders Domain company with wires in the hundreds of thousands. You told me you are holding 4 million of these funds in Evolve, that means over 8 million has been sent to the company that can not due business in the US.

My accounting team in Dallas believes that this is a clear case of money laundering, which you Frank would know more about than I. A client that can not do business in the US and you have helped them take in more than 12 million from US users and others.

I can see why you rushed to get control of the Fire Blocks account and get me off all banking accounts.

I do not control your actions but I believe that I am owed some kind of compensation. For instance if its not money laundering and you have a legitimate contract with them to service them and for them to service you for the payments you made to them, then we have another concern. 12 million should have generated us at least 1% in service fees. That is 120,000 this month alone. Even if its

a revenue share with Savvy wallet that would still mean 60k to Batched our company. That would help us pay past due commissions, payroll for the next 3 months and more.

As I brought in more than that monthly at times and we used the funds for the right reasons, which include developing the tech, business management cost, salaries and vendor cost. Why are these new funds not treated like the past funds.

Clearly you can see my confusion. You and I have not separated at all, we have co-funded and co-mingled funds as early as the last two weeks. So this has to be explained. If you choose not to explain then offer a compensation to take these clients and offer your shares as you already have as part of it.

Either way we both can shut down this company in a moments notice and cause this to be worse.

I have asked that no interruption of business happens and all conversation stay private until we can sort out what the hell happened and why you went this route. Or what options there is for us to part ways without disruption of services. But clearly under new agreements and with notice that i will file a lawsuit with investors to prevent any Fraudulent conveyance of clients and assets or disruption of business.

You know i'm willing to fund any legal to clear my name and im making enough to do some legal but not the 100k this will take, I'm sure your not in a great scenario either but i may be wrong since you had 12 million go through your hands and the company has not seen the benefits of that. I'm shocked by your lack of conversation with me on how all this took place.

If someone told you lets take out Oscar, and you agreed. You forgot all our past investors that we owe some kind of responsibility too. They will see this as a false transfer of some kind and will have a right and duty to sue who ever to get the code and lost revenue.

I don't want that at all. I'm looking for a diplomatic resolution. But your two options do not address the loss of revenue of the 12 million (if its money laundering) or if its lost revenue and how we get compensated for this.

We have a lot to talk about and clearly I can not trust your word here. I have seen alot of emails and to make matters worse. I told you to have the domain names requested to be moved. Not for you to log into the godaddy account and move all domain names without my oversight. That was just yesterday.

So what to do...

First no matter what i will pursue legal action against all false signatures you or tracey have done. Unless the following happens now.

Stop all actions to remove me or my control from all programing and data. Again we can burn this to the ground tomorrow. But that will be a bigger legal fight. So stop the games now. Second you will make an offer that will cover system staying up for the next 5 months and enough to cover cost

of the team so we can have that time to get relationships of our own. I expect something fair. Now clearly it can be in services.

Either way im now in a better situation knowing all these things and several investors and my new accounting team and legal assistants will look into our next steps.

Frank what a shame. But if we are good to each other im sure this will be a chapter in my book. But if we are not you know how all these issues play out. We both have been in depositions explaining our actions. The difference here is i have clear emails and text messages and record to prove all this.

Lets get better options than the two you sent. Lets not plan to announce anything. Im asking for all bank records from evolve with uulala and batched and im asking this the owner. I do have there reports but i don't have the actual Bank statements.

All this is needed anyway to see who we paid out when and with what funds.

As i told you before, it seems that you put me out of business so I have nothing to lose and the right to ask for a fair compensation for damages and lose of business.

Note Both Eric Penas and my team has seen the letter and have stated that i'm just outlining the issues. The next steps is to get a fair way to part ways and avoid more lose of time, money and heartache....

This is clearly not my signature and clearly you guys cut and pasted the same signature on two forms.



MANAGER/MEMBER LISTING UPDATE FORM

Company Name: Batched
Effective Date: October 15, 2021

Table with 3 columns: Names of Managers or Members, Title, Address. Row 1: Oscar Garcia, Manager, 68491 Walker St, Cathedral City, CA 92234.

(Attach additional sheets if necessary)

The above listed person also agrees that the names and addresses of the managers/members will be kept current with the Registered Agent, within sixty (60) days of any change. I hereby agree and also certify that this information is true and correct to the best of my knowledge.

Signature: [Handwritten Signature] BO THE SIGNURTES ARE THE SAME [Handwritten Signature]
CEO
Title
June 1, 2022
Date
I DID NOT DO THIS AND I EMAILED WYOMING ABOUT IT.

www.Batched.com Diversified Merchant Service Matching.

Oscar Rico Garcia
CEO
http://www.Batched.com

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Oscar Garcia <og@batched.com>
To: Erick Peña <Erickpena@me.com>

Wed, Nov 16, 2022 at 7:40 AM

[Quoted text hidden]

Oscar Garcia <og@batched.com>
To: "David J. Kaminski" <kaminskid@cmtlaw.com>

Wed, Nov 16, 2022 at 8:01 AM

----- Forwarded message -----

From: **Oscar Garcia** <og@batched.com>
Date: Wed, Nov 16, 2022, 1:57 AM
Subject: Urgent you stop moving assets and read
To: Frank DiCrisi <frank@batchedmerchantservices.com>

[Quoted text hidden]

Frank DiCrisi <frank@batchedmerchantservices.com>
To: Oscar Garcia <og@batched.com>

Wed, Nov 16, 2022 at 8:45 AM

Hey pal,

This email was quite a surprise this morning. I think you will not be surprised to learn that I disagree with pretty much everything written here, except for the following. This is an absolute shame. We have done so much good work together. We have traveled the world together trying to help people. We have had each other's backs when the knives have come at us from every angle. I have defended you with impatient people on more occasions than I can count, and you have probably done the same. We have broken bread with our families. So, it is a terrible shame. I also agree that we need to come to a reasonable solution, and quickly. We have the lives of the folks who work on the platform every day in our hands, so it is incumbent upon us to come to a very reasonable solution in the next couple of days, maybe even today.

You know that my resources are very limited, but I will find a way to cover the cost of the team in Mexico for the next 6 months, starting with this next pay period on November 20, and will cover the costs of the operations to keep everything up during that time. I am talking about the monthly fees for KYC, ACH, Azure, banking, etc. That is well over a 5 figure commitment each month. I will outline it more clearly, but that is the direction we need to go as you stated, You have locked me out of most, if not all, of the admin, so I cannot administer some of the items, like GoDaddy, Gmail, etc., but I will agree to cover the costs of those items for the next 6 months as well, within reason of course. And by that I mean, please don't think that if you add an additional 50 domains in the next months that those costs should go to me. I will cover the costs of the GoDaddy bills for the domains that exist today. But we need to be clear that we are going our separate ways at this point. You have your programs and I have mine. After the 6 months time period, we will each leave with a copy of the technology to do as we wish. The things that you have going with Tokenize and the node program are going to become very big for you. I have no doubt. I have seen you do it before.

Neither of us will benefit from a long and protracted legal battle. You say you have information that leads you to believe certain things. Of course, I have signed agreements by you that we sent to our attorneys showing that the companies were separated. None of that is important right now. What is important is that we just get to a better place. You had a 15-year relationship with Matthew that was ruined. You had relationships with Damiano, Guillermo, and a bunch of others that are now ruined. There is no need to add another one to the mix. That is not my desire, and I hope it is not yours. Let's part with enough runway for you to get other relationships and partners. I have absolutely no issue with that. You may have noticed that I put 6 months in here, but you mentioned 5 in your email. I think 5 is reasonable to get everything connected, but an additional month for testing or whatever would probably be a good idea and limit the stress for all involved. So, I think 6 months is reasonable for that to happen, and I will agree to cover the costs to keep the system up and completely functional for you, and your clients, during that time.

As I said, I disagree with basically everything in your email, but that doesn't mean we can't figure this out. Again, let's have reasonable conversations. Partnerships end. It happens. I would rather that the two of us just decide to end things and I can still come over on the odd holiday party and have a Diet Coke and some lobster. It's been a good run, brother. Let's keep to what we have always told one another; let's just tell the truth.

fad

[Quoted text hidden]

--

Regards,

Frank

Frank A DiCrisi III
(c) 714.290.5213



E. Frank@Batchedmerchantservices.com
www.BatchedReaderServices.com

Oscar Garcia <og@batched.com>
To: Erick Peña <Erickpena@me.com>

Wed, Nov 16, 2022 at 9:05 AM

----- Forwarded message -----
From: Oscar Garcia <og@batched.com>
Date: Wed, Nov 16, 2022, 1:57 AM
Subject: Urgent you stop moving assets and read
To: Frank DiCrisi <frank@batchedmerchantservices.com>

[Quoted text hidden]

Oscar Garcia <og@batched.com>
To: Erick Peña <Erickpena@me.com>

Wed, Nov 16, 2022 at 10:17 AM

[Quoted text hidden]

Frank DiCrisi <frank@batchedmerchantservices.com>
To: Oscar Garcia <og@batched.com>

Wed, Nov 16, 2022 at 10:24 AM

Oscar,

OK, so I have spent the better part of this morning coming up with what it will take for me to keep operations going and to keep the platform up for the next 6 months. Again, in your email, you mentioned a 5-month window, but I think for everyone's sake, 6 months is probably more realistic. To do that, I am going to have to come up with a little more than \$276,000.

| Category | Approximate Amounts |
|--------------------------------------------|----------------------|
| Mexico Payroll (including Christmas Bonus) | \$ 147,385.00 |
| Acuant | \$ 21,000.00 |
| Dwolla | \$ 9,000.00 |
| Azure | \$ 2,389.50 |
| Slack | \$ 882.60 |
| Google | \$ 2,100.00 |
| Zoom | \$ 389.94 |
| Evolve | \$ 3,000.00 |
| Berkeley Past Due Batched Invoices | \$ 580.66 |
| Fireblocks Q42021 Past Due | \$ 14,000.00 |
| Fireblocks 2023 | \$ 75,000.00 |
| GoDaddy | \$ 780.00 |
| 6 month TOTAL | \$ 276,507.70 |

A couple of things on the table above; The Mexico payroll is an approximation because as you know, the exchange rate fluctuates, but it is very close to that. If anything it will be a larger number. You will also notice that I have included the upcoming Christmas bonus that is due next month. Also, as you can see this includes the past-due invoices that are owed to Fireblocks and to Berkeley. The GoDaddy amount is based on what I have paid for the past 6 months. I will find a way to cover the costs for these items for the next 6 months as you transition to new partners.

A couple of additional items. As I have mentioned before, my old shares in Uulala are yours. You may have the ability to resurrect Uulala and those shares may do you good at that time. As you know my percentage was roughly 8%, the same as Matthews's, but as we separate, I am relinquishing my shares in Uulala. Also, as the Distribution Agreement stated, I am relinquishing any interest in the programs you are running or bringing to the table. This includes Tokenize, Govvi, Chiguue, Amazon Empire, MetGen, the node rewards program. Any revenue that you generate from those programs will be yours to keep. The only thing I will require is that you pay any future bills for card purchases, card loads, etc. As you see in the table, I am willing to pay the past due bill at Berkeley, but any future bills I would just ask you to cover. I have previously mentioned that there would be a 5% markup, but I am willing just to pass on the actual cost to you, with no additional markup.

As for personnel, we need to tell the team about the 6-month transition and inform them that I will be paying them during this time. Also, we will need Vic to open up access to the cryptocurrency side of the platform.

I will also agree, as I'm sure you will, that we will not disparage one another or our various programs or interfere with the ability to get, or remain with, any partners or clients. This is just a separation of two former partners who have decided to pursue other paths.

Oscar, you asked for a fair offer. North of \$275,000 is hopefully a good resolution for two friends and business partners to go on their way and wish each other the best of luck. It also comes with my agreement to keep the platform up, (outside of an act of God or a partner/vendor shutting us down) while you transition away to new partners. And it comes with both of us taking a copy of the technology after that time.

I look forward to getting this done today, as I have to figure out the payroll for tomorrow.

Thanks, Oscar.

fad

[Quoted text hidden]

Frank DiCrisi <frank@batchedmerchantservices.com>
 To: Oscar Garcia <og@batched.com>

Wed, Nov 16, 2022 at 4:26 PM

Oscar,

One change to the table I sent over earlier. I was mistaken about the cost of the new Fireblocks contract. It is not \$75,000 as I thought. It is \$104,000 for the same service that is in place now. I have updated the table, and the new total I will cover is \$305,507.70.

| Category | Approximate Amounts |
|--------------------------------------------|----------------------|
| Mexico Payroll (including Christmas Bonus) | \$ 147,385.00 |
| Acuant | \$ 21,000.00 |
| Dwolla | \$ 9,000.00 |
| Azure | \$ 2,389.50 |
| Slack | \$ 882.60 |
| Google | \$ 2,100.00 |
| Zoom | \$ 389.94 |
| Evolve | \$ 3,000.00 |
| Berkeley Past Due Batched Invoices | \$ 580.66 |
| Fireblocks Q42021 Past Due | \$ 14,000.00 |
| Fireblocks 2023 | \$ 104,000.00 |
| GoDaddy | \$ 780.00 |
| 6 month TOTAL | \$ 305,507.70 |

[Quoted text hidden]

David J. Kaminski <kaminskid@cmtlaw.com>
To: Oscar Garcia <og@batched.com>
Cc: Roberta Espinoza <espinozar@cmtlaw.com>

Mon, Nov 21, 2022 at 5:28 PM

Dear Oscar:

Let me know when you can speak. Thank you.

Regards,

[David J. Kaminski, Esq.](#)

Managing Partner and Chair of the Financial Services and Class Action Group

CARLSON & MESSER LLP

5901 W. Century Boulevard, Suite 1200

Los Angeles, CA 90045

[310-242-2200](tel:310-242-2200) Main

[310-242-2204](tel:310-242-2204) Direct

[310-242-2222](tel:310-242-2222) Fax

kaminskid@cmtlaw.com



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[Quoted text hidden]

[Quoted text hidden]
[Quoted text hidden]




MANAGER/MEMBER LISTING UPDATE FORM

Company Name: Batched
Effective Date: October 15, 2021

| Names of Managers or Members | Title | Address |
|------------------------------|---------|-------------------------------------------|
| Oscar Garcia | Manager | 68491 Walker St, Cathedral City, CA 92234 |
| | | |
| | | |
| | | |
| | | |
| | | |

(Attach additional sheets if necessary)

The above listed person also agrees that the names and addresses of the managers/members will be kept current with the Registered Agent, within sixty (60) days of any change.
I hereby agree and also certify that this information is true and correct to the best of my knowledge.


BOTHE SIGNURTES ARE THE SAME


Signature _____
 CEO _____
 Title _____
 June 1, 2022 _____
 Date _____

I DID NOT DO THIS AND I EMAILED WYOMING ABOUT IT.

--

www.Batched.com Diversified Merchant Service Matching.

Oscar Rico Garcia

CEO

<http://www.Batched.com>

[Redacted]

[Quoted text hidden]

Oscar Garcia <og@batched.com>
To: "David J. Kaminski" <kaminskid@cmtlaw.com>

Wed, Nov 23, 2022 at 9:44 AM

lets do monday or tuesday. frank has come back with a seperation idea where he pays all of cost. but we still need to ink and make sure its fair to our investors and everyone.

[Quoted text hidden]

6 attachments

~WRD3673.jpg
1K



image001.png
9K



image002.jpg
224K

~WRD3673.jpg
1K



image002.jpg
224K



image001.png
9K

David J. Kaminski <kaminskid@cmtlaw.com>
To: Oscar Garcia <og@batched.com>, Roberta Espinoza <espinozar@cmtlaw.com>

Sat, Nov 26, 2022 at 7:43 PM

Roberta, Please schedule call with Oscar.

[Quoted text hidden]

Oscar Garcia <og@batched.com>
To: Kathy Keen <Kathykeen1@gmail.com>

Thu, Dec 1, 2022 at 7:37 PM

----- Forwarded message -----

From: **Oscar Garcia** <og@batched.com>
Date: Wed, Nov 16, 2022, 1:57 AM
Subject: Urgent you stop moving assets and read
To: Frank DiCrisi <frank@batchedmerchantservices.com>

[Quoted text hidden]

Oscar Garcia <og@batched.com>
To: Kathy Keen <Kathykeen1@gmail.com>

Fri, Dec 2, 2022 at 2:55 PM

----- Forwarded message -----

From: **Frank DiCrisi** <frank@batchedmerchantservices.com>
Date: Wed, Nov 16, 2022, 8:45 AM

[Quoted text hidden]

[Quoted text hidden]

Oscar Garcia <og@batched.com>
Draft

Mon, Jan 2, 2023 at 7:35 PM

----- Forwarded message -----

From: **Frank DiCrisi** <frank@batchedmerchantservices.com>
Date: Wed, Nov 16, 2022 at 4:26 PM
Subject: Re: Urgent you stop moving assets and read
To: Oscar Garcia <og@batched.com>

[Quoted text hidden]

[Quoted text hidden]

Oscar Garcia <og@batched.com>
Draft To: Frank DiCrisi <frank@batchedmerchantservices.com>

Mon, Jan 9, 2023 at 9:00 AM

| Category | Approximate Amounts | |
|--------------------------------------------|----------------------|-------------------------------------------|
| Mexico Payroll (including Christmas Bonus) | \$ 147,385.00 | Are all programers Batched? 70k |
| Acuant | \$ 21,000.00 | send me the bill to validate |
| Dwolla | \$ 9,000.00 | 250x3= \$750 x 6mtn=\$4500 |
| Azure | \$ 2,389.50 | Whos not Batched= so NA |
| Slack | \$ 882.60 | |
| Google | \$ 2,100.00 | Whos Google ? BMS... |
| Zoom | \$ 389.94 | |
| Evolve | \$ 3,000.00 | |
| Berkeley Past Due Batched Invoices | \$ 580.66 | |
| Fireblocks Q42021 Past Due | \$ 14,000.00 | |
| Fireblocks 2023 | \$ 104,000.00 | 1500 a qrter= \$60k who will own it after |
| GoDaddy | \$ 780.00 | |
| 6 month TOTAL | \$ 305,507.70 | \$93,249 |

\$153,249 with ownership of Fireblocks

\$93,249 with out ownership of Fireblocks
\$153,249 with ownership of Fireblocks.

if the rest of the 305 as your offering is in cash for the purchase of the assets you're taking, which is \$152,258 (\$212,258 without ownership of fireblocks) cash we will still be short. It is a start but as you can see you and our asset your taking is benefiting the most.

Consider the following.

25million + in transactions in the first 2 months of client The Traders Domain with Savvy wallet (in Crypto and ACH/Wires) plus other clients Savvy wallet brings in could easily cost Batched 1 to 2 million in service fees in the next 12 months alone.

The amount your covering is not even the amount I have covered all year. Fees that included your salary and the entire team. Plus extra payments for team salaries for the past 6 months. You should know all monies came through your control to distribute minus the payroll I sent to mexico dev team. Estimated Purchase of Savvy Client with vendors is easily 1 million dollars. Without any explanation of how and why you decided to partner as it seems with Tuffy and Savvy and take company assets without our knowledge or agreement. The offer your making to Batched is lacking and underwhelming at best. But take note You have shut down our companies income until possibly January due to your actions and traceys. So no income for Batched since your taking the 20million plus in service tractions to BMS and savvy leaving our company Batched in the dark. But your still taping into current and pass company assets (people, vendors, contacts, clients) Ill need Bank Statements from uulala and Batched from evolve as soon as possible and any bill statements showing that your numbers are correct. I just got a Dualla account so 750 a month is what we are paying so im sure thats your cost also. The KYC ill need to see bills and not take your word for it.

Our new accounting firm needs to see bank statements to fix and help us address any issues so again I'm formally asking for all bank account statements with Batched and Uulala from evolve. All need all statement up to nov 2022

Ill be reporting to investors Peter, Eric, Amanda and soon others to update them about a fast agreement or a lengthy fight for the assets they and I have funded for years. Keep showing good faith and again do not take any other asset or contact any asset without my written permission to do so. Do not have me restricted to our technology by our programmers or through maria. Any further aggression will mean we have no choice but to file emergency injunctions to shut down your action and prevent further loss to us. This week has been better but the vendor communication and delays of weeks is not acceptable. I ask weekly if not bi weekly we stand and receive the information 2 weeks late can put us in more jeopardy with delays to clients that have paid us. Please address the questions about who will own what vendor and which programers and show me proof on the numbers you are sending.

[Quoted text hidden]

Exhibit E



Oscar Garcia <og@batched.com>

Compliance legal notice

1 message

Oscar Garcia <og@batched.com>

Tue, Jan 3, 2023 at 2:24 AM

To: Frank DiCrisi <frank@batchedmerchantservices.com>

Bcc: Kathy Keen <Kathykeen1@gmail.com>

We stopped as you requested by moving to Audit and legal from now on. I do control that service since UULALA and Batched paid for that service and only give access to clients that pay fees. We are going to audit and have legal look over everything. including July 2022 august 2022 creation of Batched Merchant services agreements between companies made in good faith to manage and own all together as separate companies. All documents were back dated for SEC purposes. Now that Bad faith and potential miss use of service to launder money for a company that cannot do business in the United States we will use Legal to inform you of next steps through email. You started a separation agreement due to these issues but now we clearly need clarity legally and with timelines of what happened and where bad faith has happened. We will audit all transactions and turn off all access to systems until the audit and legal are done. contact me only by email. Our team will do the same for you. Audit and legal will be done as soon as your cooperation helps to complete it. Any text threats to anyone will not be tolerated and any defamation will be legally pursued by all. This issue is between our joint companies and your bad faith and potential money laundering through our systems. If any or all of these things are proven then we may pursue legal actions against you, your co-conspirators and all that help you commit fraud, act in bad faith or any illegal action you may have done. We look forward to a complete understanding and conclusion to this issue between companies and Directors. No more text from here on will be answered.

653.2 PC – Electronic Cyber Harassment Law in California. California Penal Code 653.2 PC makes it a crime to send electronic communications (such as emails or text messages) with the intent of placing the recipient in reasonable fear for his or her safety or that of his or her immediate family.

www.Batched.com Diversified Merchant Service Matching.

Oscar Rico Garcia
CEO
<http://www.Batched.com>



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