

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:18-cv-61991-BB

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

1 GLOBAL CAPITAL LLC, and
CARL RUDERMAN,

Defendants, and

1 WEST CAPITAL LLC,
BRIGHT SMILE FINANCING, LLC,
BRR BLOCK INC.,
DIGI SOUTH LLC,
GANADOR ENTERPRISES, LLC,
MEDIA PAY LLC
PAY NOW DIRECT LLC, and
RUDERMAN FAMILY TRUST,

Relief Defendants.

**RECEIVER'S MOTION TO EMPLOY
DIGITAL CURRENCY CONSULTANT**

The Court-appointed receiver, Jon A. Sale (the "Receiver"), not individually, but solely in his capacity as receiver (the "Receiver") for Bright Smile Financing, LLC; BRR Block Inc. ("BRR Block"); Digi South LLC; Ganador Enterprises, LLC; Media Pay LLC; and Pay Now Direct LLC (the "Receivership Entities"), by and through his undersigned counsel, respectfully submits this Motion to Employ Digital Currency Consultant. In support, the Receiver states:

1. The Securities & Exchange Commission ("SEC") initiated this action on August 23, 2018 [D.E. 1]. That same day, the Court entered a sealed order appointing Jon A. Sale, Esq. as Receiver for the Receivership Entities (the "Receivership Order").

2. Pursuant to the Receivership Order, the Receiver is obligated to, among other things: (i) take immediate possession of the Receivership Entities' property, assets, and estates of every kind; (ii) investigate the manner in which the affairs of the Receivership Entities were conducted and institute actions and proceedings for the benefit of investors and other creditors; and (iii) present periodic reports to the Court. *See* Receivership Order at ¶¶ 1-3.

3. To assist in these efforts, the Receivership Order allows the Receiver to “[a]ppoint one or more special agents, employ legal counsel, actuaries, accountants, clerks, consultants and assistants as the Receiver deems necessary and to fix and pay their reasonable compensation and reasonable expenses[.]” *See* Receivership Order at ¶ 4.

4. Accordingly, the Receiver seeks to appoint and retain Marshall Swatt, a digital currency (crypto currency) consultant, to assist with the sale of BRR Block's crypto currency holdings.

5. Based on information gathered to date, the Receiver has learned that BRR Block invested over \$700,000 in digital (crypto) currencies. At present, it appears the value of these investments has decreased in excess of fifty (50) percent.¹ In order to maximize the recovery of the value of BRR Block's holdings, the Receiver requires the guidance and market knowledge of an individual with expertise in trading, converting, and liquidating digital currencies. Mr. Swatt will develop a procedure for the timely and effective conversion and sale of the digital currencies. Mr. Swatt will coordinate and oversee every digital currency conversion and sale, until the holdings are liquidated. Mr. Swatt will also help navigate any issues that arise during the sales, particularly as it relates to the sale of more illiquid digital currencies on foreign exchanges. Based on Mr. Swatt's experience, knowledge, and skills, the Receiver believes Mr. Swatt is exceptionally

¹ The digital currency markets are subject to significant volatility and liquidity issues.

qualified to serve as his consultant. The Receiver considered and spoke with numerous other individuals with expertise in the field of digital currencies to serve as his consultant. It was difficult to find a qualified candidate, with necessary credentials, willing to assist with the task. Based on this process, the Receiver determined that Mr. Swatt is the appropriate candidate to perform the services described above.

6. A copy of Mr. Swatt's resume is attached as **Exhibit A**. Mr. Swatt has expertise in blockchain and digital currency. Among other things, Mr. Swatt has:

- Over three years' experience as CTO of a bitcoin and digital currency exchange based in New York City.
- Experience serving as a digital currency and blockchain consultant to Banco Popular, Banco Progresso, and BBVA, among others.
- Knowledge of bitcoin (and other digital currency) design and implementation.
- Knowledge of digital currency wallets.
- Knowledge of various third-party bitcoin APIs.

7. A copy of the proposed Independent Contractor Agreement ("ICA") between the Receiver and Mr. Swatt is attached as **Exhibit B**. Pursuant to the ICA, if approved by the Court:

- Mr. Swatt will be paid \$225 per hour for his services (a significant reduction from his normal rates);
- The Receiver and Mr. Swatt anticipate that Mr. Swatt's services will take approximately 25 hours;
- The Receiver will seek additional leave of Court before paying Mr. Swatt for any time exceeding 25 hours;
- Mr. Swatt estimates he will incur approximately \$4,000 in expenses while carrying out his obligations under this Agreement; to the extent the expenses exceed this estimate by more than 15%, the Receiver will seek Court approval to reimburse such expenses;

- Mr. Swatt will work from Nelson Mullins Broad and Cassel's Miami, Florida office or such other location as the Receiver and Mr. Swatt agree; and
- Mr. Swatt will maintain the confidentiality of all information imparted to him in connection with rendering the services contemplated under the ICA.

WHEREFORE, the Receiver respectfully requests that this Court enter the attached proposed order approving the Receiver's retention of Marshall Swatt as the Receiver's digital currency consultant for purposes of liquidating BRR Block's digital currency holdings and providing general assistance to the Receiver in connection with related issues, under the terms set forth in the ICA, and for such other and further relief as the Court deems just and proper.

CONFERRAL CERTIFICATE

Counsel for the SEC has indicated that it does not object to the relief herein. Counsel for the Receiver does not believe it is appropriate or necessary to confer with counsel for either of the Defendants as it relates to this relief.

Dated: October 10, 2019.

NELSON MULLINS BROAD AND CASSEL
Attorneys for Receiver
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Miami, FL 33131
Telephone: 305.373.9400
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By: s/Daniel S. Newman
Daniel S. Newman
Florida Bar No. 0962767
Gary Freedman
Florida Bar No. 727260
Jonathan Etra
Florida Bar No. 0686905

CERTIFICATE OF SERVICE

I hereby certify that on October 10, 2019, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing is being served this day on all counsel of record identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel who are not authorized to receive electronically Notices of Electronic Filing.

s/Daniel S. Newman

Daniel Newman

SERVICE LIST

<p>SECURITIES AND EXCHANGE COMMISSION Miami Regional Office 801 Brickell Avenue, Suite 1800 Miami, Florida 33131 Robert K. Levenson Chris Martin Senior Trial Counsel levensonr@sec.gov martinc@sec.gov Telephone: 305.982.6300 Facsimile: 305.536.4154</p>	<p>MARCUS NEIMAN & RASHBAUM LLP 2 South Biscayne Boulevard Suite 1750 Miami, Florida 33131 Jeff Marcus jmarcus@mnrlawfirm.com Telephone: 305.400.4262 <i>Attorneys for Defendant Carl Ruderman</i></p>
<p>GREENBERG TRAURIG, LLP 333 S.E. 2nd Ave., Suite 4400 Miami, FL 33131 Paul J. Keenan Jr. keenanp@gtlaw.com Telephone: 305.579.0500 <i>Attorneys for Defendant 1 Global Capital, LLC and Relief Defendant 1 West Capital, LLC</i></p>	

Marshall G. Swatt

646 391 4669

marshallswatt@gmail.com

SUMMARY

- Over three years experience as CTO of a bitcoin and digital currency exchange based in NYC. Responsible for extensive knowledge of industry-wide developments in blockchain and digital currencies, for strategy, planning and execution, and for managing all aspects of the business' technology endeavors. Lead one of only two exchanges in history never to suffer a hack, theft or loss of data
- Knowledge of bitcoin design and implementation, protocol, core api, numerous BIPs, mining pools
- Knowledge of digital currency wallets and their variations in design, including hierarchical, deterministic, encrypted.
- Knowledge of other digital currency implementations and their variations, including Ether and Ripple
- Knowledge of HyperLedger open-source private blockchain framework.
- Extensive knowledge of various third party bitcoin APIs such as Armory, Blockchain, wallet vendors, and numerous exchange and market data APIs.
- Extensive experience in the design, development and management of high-performance and high-availability internet and back-end software systems for Fortune 500 firms (Condé Nast, Citicorp, Deutsche Bank), large non-profits (National Geographic Society, MoMA) as well as successful startup ventures (MobileSpring, Opt-Intelligence)
- Software management experience covering full life-cycle software design and development, agile team management, automation, end-to-end testing, remote team coordination, optimizing operational processes and structures, and best practices
- Project management experience including specifications, estimating, budgeting, growth planning, staffing
- Expert in large, scalable, data-intensive applications
- Data management expertise across SQL and NoSQL systems, including data modeling, analytics, performance, and capacity planning
- Experience with big data, asynchronous architectures, end-to-end security, high performance, multithreading and concurrency, object-oriented design, and open-source systems

SKILLS

- Strong communication, public speaking, presentation, analytical, creative thinking skills
- Business and technology strategy, strategic partnerships,
- Core Languages: Java, Python, SQL, Javascript
- Additional Languages: Scala, Haskell, Go Lang, HTML5, CSS, XML, shell scripting, Groovy/Grails, Perl
- Foundational Languages: Assembly, BASIC
- Extensive experience with object-oriented languages, including: Java and the J2EE stack (Spring, Struts, Hibernate, Apache Commons, Server Containers, etc.). Python, JavaScript. Experience with Node.JS, React, JQuery.
- SQL/NoSQL databases: MySQL, Oracle, PostgreSQL, DB2, MongoDB, Redis
- Caching: MemCache, Gigaspace, ehCache, custom implementations
- Software Server Containers: Apache/Tomcat/JBoss/WebSphere, FIX engines (TCM, FIXForJ, QuickFIX), Messaging Systems (Tibco RV/EMS), NGINX, Docker
- Tools: GIT, SVN, CVS, build management (Maven, Ant)
- IDE: Eclipse, Netbeans, IntelliJ, Atom
- Standards: Design Patterns, REST, AJAX, JSON, Web Sockets, Internet Protocol Stack

- Blockchain and bitcoin, digital wallets, security
- Financial Modeling
- O/S: UNIX/Linux, Mac OS

EXPERIENCE

Swatt Data Miami, FL (10/2017 – PRESENT)

- Founder & CEO of seed-funded blockchain startup that provides blockchain data and analytics, as well as cryptocurrency exchange software.
- Company raised \$1.2M in seed funding in January and launched its debut product in August

Independent Consultant Miami, FL (2/2016 – 6/2017)

- Banco Popular – Educate and advise several internal teams (including compliance, technology and senior risk board) on blockchain technology and implementations as well as bitcoin, Ether and other digital currencies.
- Banco Progresso - Educate and advise senior executives on blockchain technology and implementations as well as bitcoin, Ether and other digital currencies. Recommend strategies for the adoption of blockchain technology within the bank, and ways to build in-house expertise.
- BBVA – Educate and advise executives of BBVA Compass on blockchain technology, implementations, and digital currencies (Bitcoin, Ether, etc.).
- Advise Autonomous Trading Systems, Inc. An algorithmic trading business focused on digital currencies and instruments
- Guest panelist and presenter on bitcoin/blockchain technologies at Fintech Americas and LAB Miami Corporate Fintech
- Provide independent technical strategy and consulting services to various early-stage ventures in Miami. Advise and consult on bitcoin and blockchain strategy for several organizations

Coinsetter, Inc. New York, N.Y. (2/2013 – 1/2016)

Chief Technology Officer

Responsible for managing all technology strategy, planning and execution, and for coordinating with the business on overall company strategy. Designed, developed and lead a team to build all technology components. Responsible for strategic acquisition of Canadian competitor CaVirtEx.

- Responsible for assessing all new digital currencies and blockchain related products, vendor products and services, in order to determine strategic fit, and integration.
- Responsible for managing, budgeting and planning all aspects of the company's technology needs, hiring and managing staff, long-term growth and scalability planning, and cloud and dedicated hardware systems planning.
- Responsible for establishing and managing all aspects of software architecture, design, development, process, deployment, and systems, as well as third party vendors and open-source products.
- Managed product backlog, led Scrum meetings and sprints, wrote technical specs, including public and internal APIs.
- Designed SQL data model, with auditing, key and integrity constraints, indexes, account permissions
- Wrote company Security Development Lifecycle (SDL) document

- Established reporting system, to generate business and technical reports per schedule
- Responsible for managing all day-to-day aspects of technology, including devops, sys admin, hardware, security, technical support, customer API support, and development
- Responsible for meeting and engaging with key customers, vendors, technology partners
- Responsible for key business decisions related to technology strategy, planning, budgeting, and fundraising

Technologies: Java, Python, Javascript, Shell Scripting, SQL, HTML, ActiveMQ JMS, MySQL DB, Redis, Tomcat, Apache, Web Sockets/Socket.io/Node.js, JSON, REST, FIX 4.4, Spring Framework and Components, Java Design Patterns, Selenium Tests, Jenkins, Jira, Gerrit, Maven, SonarQube, Artifactory, Gigaspace Cache, Monit, UNIX, Postfix, Cloudflare, Apache Commons, Armory Wallets/API/Python Library, Simple API, IdentityMind API, numerous third-party open-source Java libraries, JQuery, Twitter Bootstrap, Twilio API, SSH public/private keys and Certificates

Citicorp, Investment Banking Division New York, N.Y. (11/2011 – 2/2013)

Senior Architect & Developer Consultant on Citi Velocity

Designed and developed a new retail FOREX trading platform to support retail clients and multiple liquidity providers via to process quotes and orders via FIX protocol. Developed market data quote processing engine capable of processing tens of thousands of quotes per second across all FOREX securities supported by the bank. Supported single, mass and synthetic quote types. Re-architected legacy .NET and C++ services from institutional platform as needed to support the new retail system

Condé Nast/Advance Publications, Inc., New York, N.Y.

Senior Software Developer

Responsible for development of company's digital magazine platform for the Magnet division, which supported core magazine brands such as: The New Yorker, Architecture Digest, Vanity Fair, Glamour, Allure, and eight other publications.

MRM Worldwide–McAnn Erikson/IPGNA, New York, N.Y.

Team Lead, Architect and Software Consultant

Led development of goArmy.com, the US Army's core recruitment site. Projects incorporated front-end video, Flash, HTML 5, and mobile. Back-end development involved Facebook API integration, Day CQ CMS development, OSGI Java bundle development and other components.

Digital Draft FCB – IPGNA, New York, N.Y.

Architect and Senior Software Consultant

Worked on several projects for clients in the airline and healthcare industries.

Opt-Intelligence, Inc.

Team Lead Architect and Developer

Managed a team responsible for the design, development and launch of a real-time opt-in lead generation advertising platform for an angel funded start-up. Platform grew to support \$10MM in annual revenue.

Real Networks/MobileSpring/ZTango

Team Lead, Architect and Developer Consultant

Managed a team responsible for the design and development of a provisioning system for a real-time inter-carrier SMS text routing platform, handling throughput of upwards of 200MM messages per day.

MoMA, with Pixelpark, A.G., New York, N.Y.

Software Developer Consultant

Developed MoMA's eCommerce storefront platform.

Insight, with Arc90, New Yor, N.Y.

Architect and Senior Software Consultant

Re-architected and developed catastrophic insurance risk premium analysis and assessment software platform.

Deutsche Bank Global Credit Derivatives, New York, N.Y.

Software Developer Consultant

Designed and developed trade and credit news monitoring and alert applications for trading floor staff.

Agency.com New York, N.Y.

Software Architect & Developer

Developed numerous websites and web applications for clients such as Lucent and GTE. Wrote front-end and back-end software, including functional database stored procedures. Created internal documentation and development protocols.

National Geographic Society, Washington, D.C.

Software Development Consultant

Performed on-site web application development and SOLARIS UNIX systems administration for Geo's web properties, including article-based content modules. Assisted in the integration and launch of content modules tied to the magazine.

Magnet Interactive Studios, Washington, D.C.

Software Developer Internship

Assisted in the programming and development of National Geographic's debut website. Assisted in the development of Microsoft's Beyond The Limit edutainment CD-ROM game, in C++.

MEDIA & CONFERENCES

Given several presentations and set on several panels at technical conferences.

Quoted in numerous major media publications including Boomberg, Forbes, Reuters, IBTimes, and CoinDesk.

EDUCATION

Georgetown University, Washington, D.C.

B.S. Business, Finance concentration, McDonough School of Business

INDEPENDENT CONTRACTOR AGREEMENT

Jon A. Sale, Court Appointed Receiver (the “Receiver”), not individually, but solely in his capacity as Receiver for Bright Smile Financing, LLC, BRR Block Inc., Ganador Enterprises, LLC, Media Pay LLC, and Pay Now Direct LLC (collectively, the “Receivership Entities”), hereby retains Marshall Swatt (the “Consultant”), to provide digital currency consulting services as an independent contractor pursuant to the terms and conditions set forth below in this Independent Contractor Agreement (“Agreement”).

1. **Services.** The Consultant is being retained to provide digital currency consulting services, including assisting in executing the sale of digital currencies currently held by BRR Block, Inc. (the “Services”). The Consultant shall work from the Nelson Mullins Broad and Cassel office, located at One Biscayne Tower, 21st Floor, 2 S. Biscayne Boulevard, Miami, Florida 33131, or such other place as mutually agreed upon by the Receiver and Consultant. The Consultant shall provide his own supplies and equipment as necessary to perform the Services, except on request of the Consultant, the Receiver shall make available to Consultant a laptop computer sufficient for use in performing the Services. Any additional services or amendments to this Agreement may be made, but must be approved by each of the parties in writing prior to becoming effective.
2. **Term.** The term of this Agreement shall begin on the date of the execution of this Agreement and shall continue through the completion of the Services, pursuant the terms stated below. Notwithstanding the foregoing, this Agreement may be terminated by either party upon thirty (30) days’ written notice to the other party.
3. **Compensation.** The Consultant agrees to provide the Services to the Receiver at the rate of Two Hundred and Twenty Five Dollars (\$225.00) per hour, payable every other week (“Compensation”). The Receiver and Consultant anticipate that the Services will require up to a maximum of twenty five (25) hours in total. If the Receiver and Consultant determine that additional time beyond the agreed upon 25 hours is required to perform the Services, the Receiver will seek approval from the United States District Court for the Southern District of Florida for authorization to pay Consultant Compensation for time spent above the contemplated 25 hours described herein.
4. **Reporting.** During the term of this Agreement, the Consultant agrees that by 6:00 PM on each business day, the Consultant shall provide the Receiver’s counsel with a written status report comprised of the following: (1) BRR Block, Inc.’s current holding ledgers; (2) a summary of digital currency sales effectuated on that day; and (3) the balance of digital currency that remains to be sold.
5. **Effect of Termination; Work Product.** Upon termination of this Agreement, the Consultant shall be entitled to receive any accrued but unpaid Compensation payable as described above. Upon termination of this Agreement, the Consultant shall immediately (1) provide the Receiver’s counsel with all Work Product (as defined below) related to the Services provided (including, but not limited to any partially completed work product), and

(2) return to the Receiver's counsel all documents, materials, equipment, or other items belonging to the Receiver's counsel.

For purposes of this Agreement, the term "Work Product" shall mean all items developed, created, or modified by the Consultant in performance of the Services, including, without limitation, all documents, records, notebooks, plans, data, ledgers, lists, and code, whether embodied in a disk or in any other form, and all other proprietary information, which the Consultant acknowledges and agrees are the sole property of the Receiver.

6. **Independent Contractor Status.** The Consultant is, and at all times shall be, deemed to be an independent contractor and shall be wholly responsible for the manner in which the Consultant performs the Services hereunder. The Consultant shall be liable for all of his acts and omissions and nothing herein shall be construed as creating the relationship of employer and employee or principal and agent between the Receiver/Receivership Entities and the Consultant. The Consultant is not authorized to act as agent for the Receiver/Receivership Entities, or to have the express or implied authority to act for or bind the Receiver/Receivership Entities. The Consultant acknowledges that he will be responsible for the payment of all taxes relating to the Compensation received under this Agreement and the Consultant agrees to indemnify and hold harmless the Receiver/Receivership Entities from and against any losses, costs, liabilities, or expenses incurred by the Receiver/Receivership Entities in connection with the Consultant's failure to pay any taxes relating to the Compensation.
7. **Expenses.** The Consultant shall be reimbursed for expenses associated with travel, room and board, transportation, and other reasonable miscellaneous expenses incurred while carrying out his obligations under this Agreement. The Consultant has estimated that he will incur approximately \$4,000 in expenses while carrying out his obligations under this Agreement. The extent the expenses incurred by the Consultant exceed this estimate by more than 15%, the Receiver will seek Court approval to reimburse such expenses.
8. **Representations.** The Consultant hereby represents and warrants that (a) the signing of this Agreement by the Consultant, the performance of the Services, and the fulfillment of the Consultant's obligations hereunder will not breach or be in conflict with any other agreement to which he is now or has been a party or by which he is bound; (b) he will perform the duties herein in accordance with all applicable laws, rules and regulations, if any; and (c) the Consultant is not now subject to any covenant against competition or similar covenant that would affect the performance of his duties under this Agreement, regardless of any belief that such agreement or covenant is unenforceable. The Consultant agrees to indemnify and hold the Receiver/Receivership Entities harmless from and against any and all losses, costs, damages, liabilities, penalties, and expenses (including reasonable attorneys' fees) resulting to or incurred by the Receiver/Receivership Entities from any breach of the representations and warranties made by the Consultant in this Section.
9. **Governing Law and Principles of Construction.** The Consultant and the Receiver agree that this Agreement shall be deemed to have been made, executed, and entered into in the State of Florida and shall be interpreted, governed, and construed under and according to

the laws of the State of Florida. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

10. **Venue and Jurisdiction.** The Consultant and the Receiver acknowledge and agree that exclusive jurisdiction for any litigation arising from or related to the Consultant's engagement by the Receiver to provide the Services, this Agreement, or any course of conduct, course of dealing or statements (whether verbal or written) between the Consultant and the Receiver, shall rest with the District Court Judge who is presiding over the Receivership, the United States District Court for the Southern District of Florida sitting in Miami-Dade County, Florida. To that end, the Consultant agrees that he is subject to personal jurisdiction within the State of Florida.
11. **Confidentiality.** The Consultant agrees that he will be privy to confidential and non-public information by virtue of providing the Services described in this Agreement and agrees, that at all times during the term of this Agreement and forever thereafter, the Consultant shall not do any of the following: (a) communicate or divulge any Confidential Information to any third party; or (b) use any Confidential Information for the benefit of the Consultant or any other person, firm, association, corporation, or entity, without the express prior written consent of the Receiver and Counsel for the Receiver in each instance. For the purposes of this Agreement, "Confidential Information" means any and all trade secrets and confidential nonpublic information of, about, or relating to the Receiver/Receivership Entities, which includes without limitation the terms of this Agreement and all financial information, lists, contacts, and all other proprietary information relating to the Receivership Entities, but excluding any information which is generally known to the industry or trade through no action of the Consultant; independently developed by the Consultant without use of anything provided by the Receivership Entities; or publicly known for reasons other than disclosure by the Consultant.
12. **Entire Agreement.** This Agreement represents the entire agreement between the parties with respect to the subject matter herein, and the provisions of this Agreement shall supersede all prior oral and written commitments, contracts, and understandings with respect to the subject matter of this Agreement. This Agreement may only be amended by mutual written agreement signed by both parties.
13. **Obligation Surviving Termination of this Agreement.** The terms of this Agreement, including by not limited to Consultant's representations and warranties, and obligations concerning confidentiality, shall survive the expiration or earlier termination of this Agreement.
14. **Waiver of Jury Trial.** By signing below, the Consultant and the Receiver hereby, to the extent permitted by law, knowingly, voluntarily, and intentionally waive any right either may have to a trial by jury with respect to any litigation arising from or related to the Consultant's engagement by the Receiver to provide the Services, this Agreement, or any course of conduct, course of dealing, or statements (whether verbal or written) between the Consultant and the Receiver.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first above written.

RECEIVER:

JON A. SALE, Court Appointed Receiver (the "Receiver"), not individually, but solely in his capacity as Receiver for Bright Smile Financing, LLC, BRR Block Inc., Ganador Enterprises, LLC, Media Pay LLC, and Pay Now Direct LLC

CONSULTANT:

MARSHALL SWATT,
an individual

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____