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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

CASH CLOUD, INC. dba COIN CLOUD
 Debtor.

CASE NO.: 23-10423-MKN

Chapter 11

Adv. No. 23-01015-MKN

CASH CLOUD, INC. dba COIN CLOUD,
 Plaintiff,
 v.

LUX VENDING, LLC d/b/a BITCOIN DEPOT,
 Defendant.

**DECLARATION OF ADAM P.
 SCHWARTZ, ESQ., IN SUPPORT OF
 DEFENDANT LUX VENDING, LLC d/b/a
 BITCOIN DEPOT'S MOTION FOR
 SANCTIONS DUE TO PLAINTIFF'S
 SPOILIATION OF EVIDENCE**

Judge: Hon. Mike K. Nakagawa

I, Adam P. Schwartz, declare as follows:

1. I am an attorney duly admitted to practice law in the State of Florida, State of New Jersey, State of New York, and the State of Pennsylvania and am admitted *pro hac vice* in this

1 Court. I am associated with the law firm of Carlton Fields, P.A., and represent Defendant Lux
2 Vending, LLC d/b/a Bitcoin Depot (“Lux”).

3 2. I have personal knowledge of the facts stated in this declaration and if called upon
4 to do so, could and would competently testify thereto. I make this declaration in support of Lux’s
5 Motion for Sanctions Due to Plaintiff’s Spoliation of Evidence.

6 3. Plaintiff filed its complaint on March 10, 2023. *See* (ECF No. 1).

7 4. Plaintiff’s nine-count complaint was narrowed to a single claim. *See* (ECF Nos.
8 89, 98).

9 5. Plaintiff’s remaining claim alleges it suffered “substantial damages,” including
10 “lost revenue, out of pocket expenditures, loss of goodwill, and reputational harm,” and punitive
11 damages. (ECF No. 1 ¶¶ 74–75, 135–36).

12 6. Plaintiff represents these damages total more than \$18,000,000. A true and correct
13 copy of Plaintiff’s Expert Report alleging these damages is attached hereto as **Exhibit L**.

14 7. Lux filed its Answer and Affirmative Defenses on December 1, 2023. *See* (ECF
15 No. 59). Lux’s Affirmative Defenses aver that “[a]ny damages suffered by [Plaintiff], if any, were
16 not the direct or proximate result of [Lux’s] actions” and that Plaintiff “has not suffered any
17 damages arising from [Lux’s] conduct.” *Id.* at 21.

18 8. Lux’s defenses are based, in part, on Plaintiff’s development and installation of its
19 own custom software program, the “Coin Cloud Operating Software” (“CCOS”), to operate its
20 digital currency kiosks.

21 9. The development and rollout of the CCOS software directly relates to Plaintiff’s
22 claims for “substantial damages” resulting from the termination of the 2020 Master Purchase
23 Agreement with BitAccess, Inc. (“BitAccess”), Plaintiff’s mitigation efforts, and Lux’s
24 Affirmative Defenses disputing damages.

25 10. On October 9, 2025, Lux deposed Stephanie Baldi, Plaintiff’s 30(b)(6) witness, on
26 topics involving document preservation and production. A true and correct copy of excerpts from
27 Ms. Baldi’s deposition is attached hereto as **Exhibit A**.

1 11. On September 29, 2025, and October 16, 2025, Lux deposed Christopher McAlary,
2 Plaintiff's 30(b)(6) witness in his individual and corporate representative capacities regarding,
3 *inter alia*, the allegations and factual circumstances supporting Plaintiff's claim for relief, its
4 alleged harm and sought-after damages, and its development and deployment of CCOS. A true
5 and correct copy of excerpts from Mr. McAlary's deposition is attached hereto as **Exhibits B and**
6 **C.**

7 12. On January 26, 2024, Lux served its First Set of Requests for Production of
8 Documents on Plaintiff. A true and correct copy of these Requests is attached hereto as **Exhibit**
9 **D.**

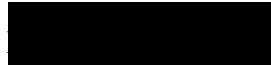
10 13. Also on January 26, 2024, Lux served its First Set of Interrogatories. A true and
11 correct copy of these Interrogatories is attached hereto as **Exhibit E.**

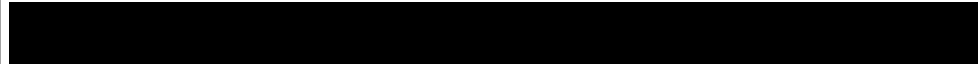
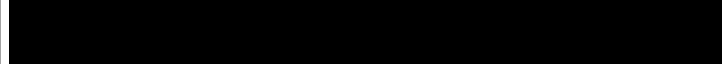
12 14. On November 11, 2024, Lux served its Amended First Set of Requests for
13 Production of Documents. A true and correct copy of these Requests is attached hereto as **Exhibit**
14 **F.**

15 15. On July 11, 2025, Lux served its Second Set of Requests for Production of
16 Documents. A true and correct copy of these Requests is attached hereto as **Exhibit G.**

17 16. These requests asked for communications concerning Plaintiff's alleged
18 substantial harm and damages or profits sought in the remaining count, as well as communications
19 involving Plaintiff's development and implementation of CCOS.

20 17. These requests instructed Plaintiff to identify documents that are no longer in
21 Plaintiff's possession, subject to Plaintiff's control, or in existence, and describe their current
22 location and ownership, how they became lost or destroyed, and the persons with knowledge of
23 their loss or destruction. They additionally instructed Plaintiff to contact Lux's counsel to resolve
24 any issues.

25 18. In the course of discovery and pursuant to these requests, 

26 
27  A true and correct copy of this document
28 is attached hereto as **Exhibit H.**

1 19. Plaintiff produced

2
3 A true and correct

4 copy of this document is attached hereto as **Exhibit I**.

5 20. Plaintiff also

6
7
8
9
10 A true and

11 correct copy of this email is attached hereto as **Exhibit J**.

12 21. BitAccess' termination letter provides that the termination of its 2020 Master
13 Purchase Agreement with Plaintiff was because Plaintiff "has developed its own software." A true
14 and correct copy of this letter is attached hereto as **Exhibit K**.

15 22. Plaintiff did not produce any Slack messages pursuant to any discovery requests.

16 23. Plaintiff did not identify any Slack messages as destroyed, lost, or no longer in
17 Plaintiff's possession, custody, or control pursuant to any discovery requests.

18 24. Plaintiff did not identify that it terminated access to its Slack platform until Ms.
19 Baldi's deposition on October 9, 2025. Ms. Baldi's deposition was the first time Lux learned that
20 Plaintiff did not preserve its Slack platform or the messages within that platform.

21 25. Plaintiff did not request this Court's permission to allow the Slack platform to
22 expire.

23 26. Plaintiff's productions do not show the day-to-day development and rollout of the
24 CCOS software as a Slack message would.

25 27. Plaintiff's productions also do not provide a clear picture of the status of the CCOS
26 software development in early 2022.

/s/ Adam P. Schwartz
Adam P. Schwartz

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Howard and Howard Attorneys PLLC and that, on November 12, 2025, I caused to be served a true and correct copy of DECLARATION OF ADAM P. SCHWARTZ, ESQ., IN SUPPORT OF DEFENDANT LUX VENDING, LLC d/b/a BITCOIN DEPOT'S MOTION FOR SANCTIONS DUE TO PLAINTIFF'S SPOILIATION OF EVIDENCE in the following manner:

☒ (ELECTRONIC SERVICE) Under Local Rule 5005 of the United States Bankruptcy Court for the District of Nevada, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by that Court's facilities.

☐ (UNITED STATES MAIL) By depositing a copy of the above-referenced document for mailing in the United States Mail, first-class postage prepaid, at Las Vegas, Nevada, to the parties listed on the attached service list, at their last known mailing addresses, on the date above written.

☐ (OVERNIGHT COURIER) By depositing a true and correct copy of the above-referenced document for overnight delivery via Federal Express, at a collection facility maintained for such purpose, addressed to the parties on the attached service list at their last known delivery address, on the date above written.

☐ (FACSIMILE) By serving a true and correct copy of the above-referenced document via facsimile, to the facsimile numbers indicated, to those listed on the attached service list, and on the date above written.

/s/ Kelly McGee

An employee of Howard & Howard Attorneys PLLC

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

Case No.: 23-10423-MKN
Chapter 11
Adv. No. 23-01015-MKN

CASH CLOUD, INC., d/b/a COIN CLOUD,
Debtor.

CASH CLOUD, INC., d/b/a COIN CLOUD,
Plaintiff

vs.

LUX VENDING, LLC, d/b/a BITCOIN DEPOT,
Defendant.

V I D E T A P E D D E P O S I T I O N
o f
STEPHANIE BALDI
taken on behalf of Defendant

DATE: October 9, 2025

TIME: 3:00 p.m. to 5:45 p.m.

PLACE: Zoom Videoconference

BEFORE: PHILIP RYAN, RPR
Notary Public - State of
Florida, at Large

1 APPEARANCES:

(All appearances via Zoom.)

2
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4 THE JIMMERSON LAW FIRM, P.C.

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6
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8 CARLTON FIELDS, P.A.

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13 HOWARD & HOWARD ATTORNEYS, PLLC

STACY H. RUBIN, ESQUIRE

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15
16 ALSO PRESENT:

Michael Peterman, videographer

1 Q You mentioned Google Suites and the use of
2 their e-mail system. Were there any other communication
3 platforms in connection with Google Suites aside that
4 you know?

5 A Slack. Those are the ones that I was aware
6 of. I believe that quite possibly in our -- no.
7 Actually, I can't testify that I know any official other
8 channels.

9 Q When you say official channels, what do you
10 mean?

11 A Company specific.

12 Q And what does company specific mean?

13 A That the company paid for and managed.

14 Q So for Coin Cloud systems used to communicate
15 through Google Suites, the e-mail system, Slack,
16 Discord, and text messaging. Those are the systems that
17 Coin Cloud employees used to communicate about the
18 business; is that correct?

19 A That is my understanding.

20 Q Okay. Let's -- let's talk about them one by
21 one.

22 For e-mails, how were e-mails used at Coin
23 Cloud?

24 A E-mail was our primary form of communication.
25 It was -- every employee had an e-mail account, and

1 stayed active and current through its entirety. But I
2 am uncertain as to our IT policy before the departure of
3 all of our employees. After -- what I can say is that
4 after June, everything just remained in place.

5 Q Are you aware of whether there were any
6 automatic deletion policies on the Google Vault?

7 A I am not aware if that exists.

8 Q But it's your testimony that everything on the
9 Google Vault has remained in place since June of 2023;
10 is that correct?

11 A That's correct.

12 Q The next communication system that you
13 mentioned was Slack. How did --

14 A Yes.

15 Q -- Coin Cloud employees use Slack?

16 A More of internal quick communication channel.
17 So a couple of places that I know that we used it is in
18 some of our teams, they would have group chats. So if
19 somebody would be working on something, and a group was
20 working on it, they would chat within that chat portal
21 to exchange information quickly. It was more for quick
22 communication rather than an e-mail that would detail
23 multiple information.

24 Q Did Coin Cloud also use Slack to communicate
25 with individuals outside of the company?

1 A I believe that that could be the case, yes.
2 If -- if a vendor or someone was willing to use Slack to
3 communicate with us for quick communications, yes.

4 Q How did Coin Cloud store its Slack messages?

5 A That was stored in the Slack platform.

6 Q Is that separate from the Google Vault?

7 A Yes.

8 Q When you say "stored in the Slack platform,"
9 what does that mean?

10 A It is my understanding that it is a
11 stand-alone software chat. Therefore, it doesn't
12 actually sit inside the Google Vault. It sits in its
13 own platform.

14 Q Does Coin Cloud have access to its Slack
15 messages now?

16 A We do not have access to the full platform. I
17 have been able to find some Slack information, but we
18 don't have access to the entire platform.

19 Q Why not?

20 A There was an expense associated with that,
21 that the organization was -- could not pay.

22 Q And when did you lose access to the Slack
23 information?

24 A I'm truly uncertain of the date. I believe
25 that we may have had access until the end of the year in

1 2023.

2 Q And you said that you still have information
3 to some Slack messages; is that correct?

4 A Yes. I'm not quite sure why and how we do,
5 but I have been able to find some information. I
6 believe that it may have possibly been downloaded
7 somehow, and then existed in the Google Vault.

8 Q Was any of the other Slack data backed up or
9 stored in the Google Vault in any way?

10 A I'm uncertain of that. I don't believe the
11 actual platform was downloaded. I don't think that that
12 was -- that's a possibility. I don't know. I'm not an
13 expert on Slack.

14 Q But some of the data you said was downloaded
15 and stored in the Google Vault?

16 A Yes, I have found some information in a
17 search. But my understanding is that that must have
18 been somehow downloaded, in some instances, from Slack.

19 Q And what information did you find?

20 A I was able to find some chats between
21 different groups in operations. I don't recall the
22 exact details of those chats.

23 Q What were the circumstances in you searching
24 for that data?

25 A I don't -- I don't know what case it was

1 related to or if it was in relationship to some of the
2 bankruptcy. But we were looking for operation content
3 and communications with some of our operations.

4 Q Are you aware of whether that was related to
5 this litigation?

6 A I don't recall.

7 Q Did Coin Cloud have any retention policies or
8 procedures related to its Slack messages?

9 A No, not that I'm aware of.

10 Q Did Coin Cloud have any automatic deletion
11 policies or procedures related to its Slack messages?

12 A I'm uncertain of that.

13 Q The next system that you mentioned was
14 Discord, which I'm not familiar with. What is Discord?

15 A So I never used it myself, so I'm uncertain as
16 to how it exactly works. All I know is that there were
17 occasional communications through Discord, and it was
18 explained to me that there was a communication through
19 Discord. I do believe that it's more of a software
20 techie thing. However, that's my personal observation.
21 I'm uncertain as to the exact details. I just know that
22 it was used for communication.

23 Q Do you know how it was used?

24 A It is my understanding it was similar in
25 nature to Slack or text messaging.

1 Q Did Coin Cloud have any procedure for storing
2 Discord messages?

3 A Not to my knowledge.

4 Q Did Coin Cloud use Discord to communicate with
5 individuals outside of the business?

6 A I can't say for certain. I'm -- I'm not sure.

7 Q Does Coin Cloud have access to any of its
8 Discord messages now?

9 MR. JIMMERSON: Objection. Lack of
10 foundation.

11 BY MR. DOMINA:

12 Q You can answer.

13 A I'm unsure. I don't believe we have access to
14 it.

15 Q Did Coin Cloud have any policies related to
16 maintaining its Discord messages?

17 A I don't believe so.

18 Q Circling back on just Slack quickly. Are you
19 aware of the timeframe that Coin Cloud used that system?

20 A I know it was in place prior to my employment,
21 and it was used until it was turned off.

22 Q And when was that?

23 A I believe it to be near the end of 2023.

24 Q So Coin Cloud used Slack to communicate
25 beginning in around March of 2022 through the end of

1 2023?

2 A Yes. To my knowledge, that's a period of time
3 that I do believe it was used.

4 Q Okay. The last system that you mentioned was
5 text messaging, and I think you already answered this.
6 But when you refer to text messaging, was that on any
7 company-issued devices?

8 A No. We had a bring your own device, and you
9 received a company cell phone stipend.

10 Q Did Coin Cloud have any access to employees'
11 personal cell phones?

12 A We did not have access. I -- we did
13 have -- if you downloaded content that -- if you were in
14 on Google Vault and you left the organization, it was
15 wiped. But we did not have access to anybody's personal
16 cell phone.

17 Q I'm sorry. Can you explain what you mean by
18 the Google Vault being wiped?

19 A No, not the Google Vault. The person's cell
20 phone.

21 Q I see. So if the -- I'm sorry.

22 Could you just explain that a little bit more
23 what you mean?

24 A If you use a personal cell phone, and you
25 download our -- your company Google account onto a cell

1 A In Henderson, Nevada.

2 Q Prior to filing this lawsuit against Lux in
3 March of 2023, did Coin Cloud -- excuse me -- take any
4 steps to maintain and safeguard physical and digital
5 materials related to this lawsuit?

6 A It was my understanding that our IT department
7 always maintained all of our Google drives, as well as
8 all our e-mails as a -- as a standard policy.

9 Q Anything else?

10 A No. I mean, it's my understanding that they
11 were maintained.

12 Q And that continued as well after the
13 litigation?

14 A That's correct.

15 Q I'm sorry. After the litigation was filed in
16 March of 2023.

17 A That is my understanding. My understanding is
18 everything is intact on the Google Drive or Google
19 Suites.

20 MR. DOMINA: I think this is a good place.
21 Let's just take a quick break, about five minutes.
22 Maybe we can come back then. Can we off the
23 record?

24 THE VIDEOGRAPHER: Going off the record at
25 4:39.

1 (Short break.)

2 THE VIDEOGRAPHER: Going back on the record at
3 4:49. This is Media Unit 1, letter C.

4 BY MR. DOMINA:

5 Q Ms. Baldi, are you familiar with a litigation
6 hold notice?

7 A Are you saying am I -- was I given one, or are
8 you just asking do I generally understand?

9 Q Do you generally understand.

10 A Yes.

11 Q Did Coin Cloud issue a litigation hold notice
12 in connection with this lawsuit?

13 A I do believe that our -- that our bankruptcy
14 attorney, as well as Jim, said that we were required to
15 retain all of the information for this litigation as
16 well as others.

17 Q And who was that litigation hold sent to?

18 A I believe that it actually -- I think the
19 original delivery may have gone to our bankruptcy
20 attorneys. I'm uncertain.

21 Q Was it sent to all of Coin Cloud employees?

22 A Well, I don't recall that.

23 Q Okay. Do you recall what kind of information
24 the employees were instructed to preserve and collect?

25 A We told all of our employees that nothing

1 could be deleted.

2 Q Okay. Is Coin Cloud aware of any violations
3 of those litigation hold notices?

4 A Not to my knowledge.

5 Q We talked about Slack messages.

6 A Uh-huh.

7 Q And that Coin Cloud lost its access to some of
8 its Slack data at the end of 2023.

9 Do you recall that?

10 A Yes.

11 Q You mentioned that there was a cost issue
12 associated with maintaining the Slack data.

13 A That's correct.

14 Q What was the cost issue?

15 A We did not have the funds to pay the bill.

16 Q Prior to the deletion, Coin Cloud did not
17 download any of the Slack messages to preserve --

18 MR. JIMMERSON: Objection, lack of foundation.

19 BY MR. DOMINA:

20 Q You can answer.

21 A At that time, I am -- I don't know. It could
22 have been possible. I did not work specifically in the
23 IT department at that time.

24 Q Other than those Slack messages, has any other
25 documents or information been destroyed or lost after

A To my knowledge, the only people that were doing searches were myself, Jim Hall, or someone from James Jimmerson's organization.

THE COURT REPORTER: Can we stop again? It looked like Mr. Jimmerson was -- we have him coming in.

MR. JIMMERSON: My internet is back. So I'm going to turn off my phone and go back to the --

THE VIDEOGRAPHER: I'm still on the record.
Do you want to stay there?

MR. DOMINA: No. Let's go off the record, please.

(Off the record.)

THE VIDEOGRAPHER: Going back on the record at 5:13. This is Media Unit 2, Letter B.

BY MR. DOMINA:

Q In response to the first -- to Lux's Amended First Set of Requests for Production, has Coin Cloud produced all material in its possession, custody, and control that's responsive to those requests?

A To my knowledge, yes. However, I'm uncertain if every single document was found. I'm unaware of that.

Q Is there any documents or information that were not produced because they were destroyed or lost?

1 A Not to my knowledge.

2 Q How about Slack messages?

3 A I don't know what was requested for Slack.

4 Q To your knowledge, were Slack messages
5 searched?

6 A If it happened to be on our drive, it could
7 have been. If you needed to go into that platform,
8 probably not.

9 Q And probably not because Coin Cloud lost
10 access to its Slack messages at the end of 2023; is that
11 correct?

12 A To my knowledge, yes.

13 Q If you refresh your exhibit list now, you
14 should see Exhibit 4. If you could open that up,
15 please, and let me know when you're there.

16 A Okay.

17 (Whereupon, Exhibit 4 was marked for
18 identification.)

19 Q I'll represent to you that Exhibit 4 is
20 Plaintiff's Supplemental Responses and Objections to
21 Lux's Second Set of Requests for Production. And that
22 it was served by Plaintiff on the -- that these
23 responses were served on September 2nd of 2025.

24 Are you familiar with this exhibit?

25 A I do not believe that I received this exhibit,

1 essentially, that belonged to them.

2 Q Cash Cloud did not maintain the Slack
3 messages; is that right?

4 A That is correct.

5 Q Cash Cloud maintained a Google Vault
6 information. Is that fair?

7 A Yes, that's correct.

8 Q To your knowledge, the Google Vault
9 information has been entirely preserved; is that right?

10 A Yes, to my knowledge, everything has been
11 preserved in the Google Vault.

12 MR. JIMMERSON: I have no further questions.

13 I appreciate your time, Ms. Baldi.

14 REDIRECT EXAMINATION

15 BY MR. DOMINA:

16 Q Ms. Baldi, just briefly. You were talking
17 about the thumb drive with Mr. Jimmerson. When did Coin
18 Cloud download the data from AWS onto that thumb drive?

19 A So I don't recall the exact date, but I do
20 know it was quite some time ago because we had a third
21 party consultant, after the organization had shut down,
22 helping us maintain -- maintain the data. When, of
23 course, AWS is quite expensive, and we knew that we were
24 getting to the point that we were no longer going to be
25 able to afford it. So at that point in time, that third

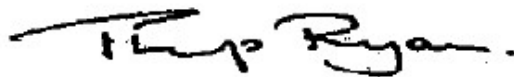
CERTIFICATE OF OATH

STATE OF FLORIDA)

COUNTY OF PASCO)

I, the undersigned authority, certify that
STEPHANIE BALDI personally appeared before me and upon
production of her driver's license was duly sworn.

WITNESS my hand and official seal this 14th day of
October, 2025.



PHILIP RYAN, RPR

Notary Public - State of Florida

My Commission No.: HH 240083

Expires: 06-28-26.

PERSONALLY KNOWN: ____

OR PRODUCED IDENTIFICATION XX

TYPE OF IDENTIFICATION PRODUCED: NEVADA DL

CERTIFICATE

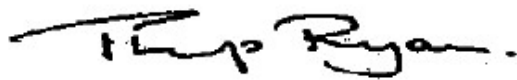
STATE OF FLORIDA)

COUNTY OF PASCO)

I, PHILIP RYAN, RPR, certify that I was authorized to and did stenographically report the deposition of STEPHANIE BALDI; that a review of the transcript was requested; and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 14th day of October, 2025.



PHILIP RYAN, RPR

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

Case No. 23-10423-MKN

CASH CLOUD, INC. d/b/a COIN Case No. 23-10423-MKN
CLOUD

Chapter 11

Debtor.

Adv. No. 23-01015-MKN

CASH CLOUD, INC. d/b/a COIN
CLOUD,

Plaintiff,

vs.

LUX VENDING, LLC d/b/a BITCOIN
DEPOT,

Defendant.

VIDEOTAPED DEPOSITION OF CHRISTOPHER McALARY
(As 30(b)(6) Witness for Cash Cloud, Inc., d/b/a
Coin Cloud and in Personal Capacity)

DATE TAKEN: September 29, 2025

TIME: 9:10 a.m. PST - 4:56 p.m. PST

PLACE: Via Zoom

CALLED BY: Defendant

TAKEN BY: Tami Cline, RMR, CRR

1 APPEARANCES VIA ZOOM

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ADAM SCHWARTZ, ESQ.

9 DREW A. DOMINA, ESQ.

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23 Also Present:

24 Brandon Alvarez, Videographer

25

1 it to us digitally somehow or they sent us some --
2 in some cases some USBs. Typically both. I don't
3 recall.

4 Q. Once the Bitaccess software was installed on
5 the Coin Cloud kiosks, what functionality did that
6 provide Coin Cloud on the back end?

7 A. We could have sort of realtime visibility
8 into various indicators in the kiosk, what the kiosk
9 sales were, how much cash was in the cash box,
10 transactional data, customer account information.

11 Q. Anything else?

12 A. I'm sure there's other things in there, but,
13 yeah, that's sort of the lion's share of the
14 overview. Just sort of operational information that
15 we would need to run our business.

16 Q. What functionality did the Bitaccess software
17 provide kiosk customers?

18 A. So the customers would interact with a
19 touchscreen on the kiosk and, you know, it would
20 take them through basically a flow to execute the
21 transaction. And so the Bitaccess software was sort
22 of that point of sale interface for them and also
23 talked to the various components within the kiosk to
24 help execute the customer transaction.

25 Q. How would Coin Cloud inform Bitaccess of new

1 kiosks being deployed into the field?

2 A. I believe we had email and like a Slack chat
3 that I think our team would -- our technical team
4 would talk to their technical team and coordinate.

5 Q. Did Bitaccess provide ongoing support
6 functions for the software?

7 A. Yes.

8 Q. What were those?

9 A. You know, they would help us troubleshoot any
10 sort of technical issues that we may encounter to
11 keep the kiosks operational. You know, over time we
12 made quite a number of sort of additional feature
13 requests to Bitaccess, and, you know, in certain
14 cases those were implemented.

15 Q. Did BitAccess provide any hardware support to
16 Coin Cloud?

17 A. Yes, to the extent it interacted with the
18 interface with their software.

19 Q. And what were those interfaces?

20 A. So early in the relationship Bitaccess was
21 sort of producing their own kiosk and hardware and
22 eventually didn't want to continue doing that. So
23 Coin Cloud started going out and purchasing its own
24 and developing its own hardware. And so we needed
25 Bitaccess's software to be compatible with the new

CERTIFICATE OF OATH

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I, Tami Cline, Registered Merit Reporter,
Certified Realtime Reporter, Florida Professional
Reporter, and Notary Public in and for the State of
Florida at large, hereby certify that the witness
named herein appeared before me on September 29,
2025, and was duly sworn.

WITNESS my hand and official seal this
October 14th, 2025.



Tami Cline, RMR, CRR, FPR

NOTARY PUBLIC - STATE OF FLORIDA

MY COMMISSION NO.: HH285917

EXPIRES: 5/19/2026

CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I, Tami Cline, Registered Merit Reporter,
Certified Realtime Reporter, and Florida
Professional Reporter, do hereby certify that I was
authorized to and did stenographically report the
examination of the witness named herein; that a
review of the transcript was requested; and that the
foregoing transcript is a true record of my
stenographic notes.

I FURTHER CERTIFY that I am not a relative,
employee, or attorney, or counsel for any of the
parties, nor am I a relative or employee of any of
the parties' attorney or counsel connected with the
action, nor am I financially interested in the
outcome of this action.

DATED THIS October 14th, 2025, at Lakeland,
Polk County, Florida.

A handwritten signature in black ink that reads "Tami Cline". The signature is written in a cursive, flowing style.

Tami Cline, RMR, CRR, FPR

EXHIBIT C
TO BE SEALED

EXHIBIT D

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Attorney for Lux Vending, LLC d/b/a Bitcoin Depot

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:

CASH CLOUD, INC., DBA COIN CLOUD,

Debtor.

Case No. 23-10423-MKN
Chapter 11

CASH CLOUD, INC., DBA COIN
CLOUD,

Plaintiff,

Adv. No. 23-01015-MKN

v.

LUX VENDING, LLC d/b/a BITCOIN
DEPOT; et al.,

Defendant.

DEFENDANT LUX VENDING, LLC d/b/a
BITCOIN DEPOT'S FIRST SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS TO PLAINTIFF CASH
CLOUD, INC., dba COIN CLOUD

Defendant Lux Vending, LLC d/b/a Bitcoin Depot ("Defendant" or "Bitcoin Depot"), by and through counsel, Adam P. Schwartz of the law firm Carlton Fields, P.A., and Stacy H. Rubin, Esq., of the law firm Holley Driggs, hereby submits its First Set of Requests for Production of Documents (hereinafter "Requests" or "Request"), to Plaintiff Cash Cloud Inc., dba Coin Cloud ("Cash Cloud" or "Plaintiff").

DEFINITIONS

1. “Defendant” means Lux Vending, LLC d/b/a Bitcoin Depot,¹ the defendant in the above-captioned proceeding.

2. “Plaintiff,” “you,” or “your” means Cash Cloud, Inc., dba Coin Cloud, the Plaintiff in the above-captioned action, its subsidiaries, divisions, predecessor and successor companies, affiliates, parents, any partnership or joint venture to which it may be a party, and/or each of its employees, agents, officers, directors, representatives, consultants, accountants, and attorneys, including any person who served in any such capacity at any time during the relevant time period specified herein.

3. A reference to a “person” includes an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity and includes all of that person's principals, employees, agents, attorneys, consultants, and other representatives.

4. The term “mark” means any word, name, symbol, or device (including any key word or metatag) or any combination thereof.

5. “The Asserted Mark” means the “Coin Cloud” mark, described in paragraphs 7 and 86 of Plaintiff’s Complaint in the above-captioned action and any unregistered or common law variation of “Coin Cloud” in which Plaintiff claims any trademark rights including without limitation “Coin Cloud.”

6. “Document” is synonymous in meaning and equal in scope to its usage in FRCP 34(a)(1)(A). The term “document” refers to any document now or at any time in Plaintiff’s possession, custody, or control. A person is deemed in control of a document if the person has any ownership, possession, or custody of the document, or the right to secure the document or a copy thereof from any person or public or private entity having physical possession thereof.

7. “Information” shall include individual documents and records (including associated metadata) whether on paper, film, or other media, as discrete files stored electronically, optically,

¹ As of June 29, 2023, Lux Vending, LLC merged into Bitcoin Depot Operating LLC, a Delaware limited liability company, with the surviving entity named Bitcoin Depot Operating LLC d/b/a Bitcoin Depot.

1 or magnetically, or as a record within a database, archive, or container file, including emails,
2 messages, social media posts, word processed documents, digital presentations, spreadsheets,
3 database content, text messages, and messages in workplace collaboration tools (including without
4 limitation Slack, Microsoft Teams, and Google Hangouts) or ephemeral messaging applications.

5 8. “Communication” means the transmittal of information (in the form of facts, ideas,
6 inquiries, or otherwise).

7 9. “Concerning” means consisting of, referring to, relating to, reflecting, or being in
8 any way logically or factually connected with the matter discussed.

9 10. “Use” of a mark means use in commerce within the meaning of 15 U.S.C. § 1127.

10 11. “Identify” with respect to a person means to give, to the extent known, (a) his or
11 her full name; (b) his or her last known home and business addresses and respective phone
12 numbers; (c) his or her job and position title, both during the time period relevant to the substance
13 of the interrogatory and presently; and (d) his or her connection to the subject matter of the
14 interrogatory. Once a person has been identified in accordance with this paragraph, only the name
15 of that person need be listed in response to subsequent discovery requests involving that person.

16 12. “Identify” with respect to an entity or organization means to give, to the extent
17 known, (a) its name; (b) the last known address and phone number for its principal place of
18 business; (c) its type, e.g., corporation, LLC, partnership, trust; (d) its date and place of formation;
19 and (e) the name, address and phone number of its registered agent.

20 13. “Identify” with respect to each document means to give, to the extent known, (a)
21 the type of document; (b) the date of the document; (c) the identity of each author, addressee and
22 recipient, including actual and designated recipients of copies; (d) a detailed description of its
23 subject matter and contents; and (e) its location, form and custodian, i.e., the person who had last
24 knowledge, possession, custody, or control thereof.

25 14. “Identify” with respect to any other tangible thing means to give, to the extent
26 known, (a) its type; (b) a detailed description of its subject matter and nature; (c) the identity of
27 the person who made it, if applicable; and (d) its current location and custodian, i.e., the person
28 who had last knowledge, possession, custody, or control thereof.

1 15. “Identify” with respect to an event means to give, to the extent known, (a) its type,
2 e.g., meeting, conference, purchase, sale; (b) its date, time, and place of occurrence; (c) the identity
3 of all persons participating, attending, or observing; (d) a detailed description of the event and
4 what transpired; and (e) the identity of any documents referenced, referred to, relied upon, involved
5 in, or created in connection with the event, including any record made of the event.

6 16. “Identify” with respect to a communication means to give, to the extent known, (a)
7 the name and address of each person who made the communication; (b) the name and address of
8 each person to whom the communication was directed; (c) the date of the communication; (d) the
9 substance of the communication; and (e) the method of communication, e.g., whether by
10 telephone, letter, in person, by email, or through some other means.

11 17. As used in these Requests, the term “2015 Purchase Agreement” shall refer to the
12 Master Purchase Agreement between Plaintiff and BitAccess, Inc. dated September 4, 2015, a
13 copy of which is attached as Exhibit 1 to Plaintiff’s Complaint. ECF No. 1.

14 18. As used in these Requests, the term “2020 Purchase Agreement” shall refer to the
15 Master Purchase Agreement between Plaintiff and BitAccess, Inc. dated January 23, 2020, a copy
16 of which is attached as Exhibit 2 to Plaintiff’s Complaint. *Id.*

17 19. “Licensed Software” as used herein refers to the software Plaintiff licensed from
18 BitAccess, Inc., to operate Plaintiff’s digital currency kiosks, as described in the Complaint at
19 Paragraphs 12, 25, 29, and 38.

20 20. As used in these Requests, “Coin Cloud Operating Software” (“CCOS”) shall refer
21 to the custom cryptocurrency software program developed to operate Plaintiff’s digital currency
22 kiosks as described in Paragraphs 19 and 58 of Complaint filed by the Official Committee of
23 Unsecured Creditors of Cash Cloud Inc., dba Coin Cloud v. McAlary, Case No. 23-10423-mkn,
24 on September 1, 2023 (ECF No. 1161) (the “OCUC Complaint”).

25 21. “Digital Currency Kiosks” or “kiosks” shall refer to the physical ATM-like
26 machines that allow customers to exchange cryptocurrencies for fiat currency or other
27 cryptocurrencies.
28

22. The terms “and” and “or” shall be construed either conjunctively or disjunctively as necessary to bring within the scope of the request all responses that might otherwise fall outside the scope of each Request.

23. The terms “all,” “any,” or “each” encompass any and all of the matter discussed.

24. The use of singular form includes plural, and vice versa.

25. The use of present tense includes past tense, and vice versa.

INSTRUCTIONS

1. In responding to these Requests, all designated documents in your possession, custody, or control are to be produced. These include documents in the possession, custody, or control of your attorneys, their investigators, or any third party or parties to whom you have surrendered possession, custody, or control, or who upon your request would surrender possession, custody, or control to you.

2. All documents are to be produced as they are kept in the usual course of business with any identifying labels, file markings, or similar identifying features, or shall be organized and labelled to correspond to the categories requested herein. If there are no documents in response to a particular Request or if you withhold any responsive documents or categories of documents based on any objections, you shall state so in writing.

3. Electronically stored information (ESI) must be produced in its original native format with its accompanying metadata. For example:

(a) documents created using Microsoft Excel must be produced as .XLS or .XLSX files; and

(b) e-mails must be produced in a form that readily supports import into standard email client programs or the form of production should adhere to the conventions set out in the internet email standard; and

(c) information stored in databases or files that are accessed through information technology systems including, without limitation, accounting systems and customer relationship management systems must be produced in the form of reports indicating the date and time the report was generated, and the search parameters used.

1 4. ESI should be produced on appropriate electronic media of your choosing that does
2 not impose an undue burden or expense upon Defendant and is reasonably structured to allow
3 import into standard document review and litigation support systems. You should decrypt or
4 provide Plaintiff with passwords to any responsive ESI included in your productions. Should you
5 have any questions regarding acceptable electronic formats, you should contact counsel for
6 Defendant.

7 5. These Requests call for the production of all responsive documents in your
8 possession, custody, or control, or in the possession, custody, or control of your employees,
9 predecessors, successors, parents, subsidiaries, divisions, affiliates, partners, joint venturers,
10 brokers, accountants, financial advisors, representatives, and agents or other persons acting on
11 your behalf, without regard to the physical location of such documents.

12 6. In responding to these Requests, include documents obtained on your behalf by
13 your counsel, employees, agents, or any other persons acting on your behalf. If your response is
14 that the documents are not within your possession or custody, describe in detail the unsuccessful
15 efforts you made to locate each such document. If your response is that documents are not under
16 your control, identify who has the control and the location of the documents.

17 7. If any document was, but no longer is, in your possession, subject to your control
18 or in existence, include a statement:

- 19 (a) identifying the document;
- 20 (b) describing where the document is now;
- 21 (c) identifying who has control of the document;
- 22 (d) describing how the document became lost or destroyed or was transferred;

23 and

- 24 (e) identifying each of those persons responsible for or having knowledge of
25 the loss, destruction, or transfer of this document from your possession, custody, or control.

26 8. Each Request contemplates production of all documents in their entirety. If a
27 portion of a document is responsive to one or more Requests, the document shall be produced in
28 its entirety.

1 9. If any document is withheld in whole or in part, for any reason including, without
2 limitation, a claim of privilege or other protection from disclosure such as the work product
3 doctrine or other business confidentiality or trade secret protection, set forth separately with
4 respect to each document:

- 5 (a) the ground of privilege or protection claimed;
- 6 (b) each and every basis under which the document is withheld;
- 7 (c) the type of document;
- 8 (d) its general subject matter;
- 9 (e) the document's date; and
- 10 (f) other information sufficient to enable a full assessment of the applicability
11 of the privilege or protection claims, as required by FRCP 26(b)(5), the court's local rules,
12 and the judge's individual practice rules.

13 10. To the extent you assert that a document contains information that should be
14 protected from disclosure (based on the attorney-client privilege, work product doctrine, or another
15 protection) and non-privileged information, the non-privileged portions of the document must be
16 produced. For each such document, indicate the portion of the document withheld by stamping the
17 words "MATERIAL REDACTED" on the document in an appropriate location that does not
18 obscure the remaining text.

19 11. If you object to any Request on any ground other than privilege, you must specify:

- 20 (a) the part of the Request that is objectionable and respond and allow
21 inspection of materials responsive to the remainder of the Request; and
- 22 (b) whether any responsive materials are being withheld on the basis of an
23 objection.

24 12. If there are no documents in response to any particular Request, you shall state so
25 in writing.

26 13. Unless otherwise stated herein, all documents requested are for the period
27 commencing February 7, 2023, up to and including the date of these Requests.

28 14. Each Request should be quoted in full immediately preceding the response.

1 any goods or services sold or intended to be sold under or in connection with the Asserted Mark
2 for the period December 12, 2019 through the present.

3 9. All contracts and agreements between Plaintiff and any third party marketing
4 company pertaining to Plaintiff's advertising, sponsored advertising, and search engine
5 optimization promoting the Asserted Mark and goods and services sold under or in connection
6 with the Asserted Mark for the period December 12, 2019 through the present.

7 10. Documents sufficient to show Plaintiff's keyword advertisements for the period
8 December 12, 2019 through the present.

9 11. Documents sufficient to show Plaintiff's keyword advertisements that refer to
10 Defendant for the period December 12, 2019 through the present.

11 12. All competitor lists or documents provided to any third party marketing company,
12 as well as any instructions, directions, or strategy to use any information within those competitor
13 lists in Plaintiff's advertising, sponsored advertising, and search engine optimization plans or
14 marketing strategy for the period December 12, 2019 through the present.

15 13. All documents and communications sufficient to describe Plaintiff's marketing
16 plans and strategy, including representative advertising and promotional materials pertaining to
17 Plaintiff's advertising, sponsored advertising, and search engine optimization that refer or relate
18 to Defendant for the period December 12, 2019 through the present.

19 14. All documents and communications between Plaintiff and online marketing
20 companies pertaining to Plaintiff's advertising, sponsored advertising, and search engine
21 optimization that refer or relate to Defendant for the period December 12, 2019 through the
22 present.

23 15. All documents and communications evidencing any instruction, direction, order, or
24 demand by Plaintiff to remove any advertising, sponsored advertising, and search engine
25 optimization that refer or relate to Defendant for the period December 12, 2019 through the
26 present.

27 16. Documents sufficient to identify any person actually or intended to be employed,
28 retained, or engaged by Plaintiff to advertise or promote the Asserted Mark or any goods or

1 services under or in connection with the Asserted Mark, and all communications between Plaintiff
2 and such persons for the period December 12, 2019 through the present.

3 17. Documents sufficient to identify any person to or with whom Plaintiff markets,
4 sells, or distributes or intends to market, sell, or distribute any goods or services under or in
5 connection with the Asserted Mark for the period December 12, 2019 through the present.

6 18. All documents relating to any federal trademark or service mark registration
7 obtained by or owned by Plaintiff for the Asserted Mark, including, but not limited to, copies of
8 all documents submitted to or received from the United States Patent and Trademark Office in
9 connection with the registration for the period December 12, 2019 through the present.

10 19. All documents relating to any federal trademark or service mark applications filed
11 by Plaintiff for the Asserted Mark, including, but not limited to, all documents relating to the
12 decision to file the application and copies of all documents submitted to or received from the
13 United States Patent and Trademark Office in connection with the application for the period
14 December 12, 2019 through the present.

15 20. All documents relating to any state trademark registrations obtained by or owned
16 by Plaintiff for the Asserted Mark, including, but not limited to, copies of all documents submitted
17 to or received from any state trademark registration agency for the period December 12, 2019
18 through the present.

19 21. All documents relating to any international trademark registrations obtained by or
20 owned by Plaintiff for the Asserted Mark for the period December 12, 2019 through the present.

21 22. Documents sufficient to show any planned or future development of any goods or
22 services in connection with the Asserted Mark for the period December 12, 2019 through the
23 present.

24 23. All newspaper, magazine, newsletter, trade journal, website, and other media
25 coverage relating to the Asserted Mark or any good or services offered in connection with the
26 Asserted Mark, whether or not authored by any official member of the press for the period
27 December 12, 2019 through the present.

1 24. Documents sufficient to identify the geographic regions in the United States in
2 which Plaintiff has or has caused to be advertised, promoted, marketed, displayed, distributed, or
3 sold, or plans or intends to advertise, promote, market, display distribute, or sell, either directly or
4 through others, any goods or services under or in connection with the Asserted Mark including,
5 without limitation, the date of the first sale in each such geographic region for the period December
6 12, 2019 through the present.

7 25. Documents sufficient to show the location of all ATMs or kiosks that display or are
8 marketed in connection with the Asserted Mark, including the dates of operation of each such
9 ATM or kiosk for the period December 12, 2019 through the present.

10 26. All documents relating to any trademark or domain name watch or surveillance
11 notices received by Plaintiff relating to the term or terms of the Asserted Mark for the period
12 December 12, 2019 through the present.

13 27. Copies of all trademark searches, trademark clearances, internet print-outs, and
14 other inquiries conducted by or on behalf of Plaintiff relating to the availability to use or register
15 the Asserted Mark, and all memos, correspondence, and other documents relating thereto for the
16 period December 12, 2019 through the present.

17 28. All documents relating to any opinion letter, analysis, or other communication
18 relating to whether Plaintiff has the freedom, right, or ability to use or register the Asserted Mark
19 as a trademark, service mark, domain name, or other designation of origin, including the opinion
20 Document and Documents sufficient to show the identity of the individual or entity that requested
21 the opinion, when the opinion was requested, and who prepared the opinion for the period
22 December 12, 2019 through the present.

23 29. All documents sufficient to show any actual confusion caused by Defendant's
24 Google Ads purportedly containing the Asserted Mark for the period December 12, 2019 through
25 the present.

26 30. All studies, surveys, investigations, research, development, analysis, focus groups,
27 or opinions that Plaintiff conducted or caused to be conducted relating to the Asserted Mark for
28 the period December 12, 2019 through the present.

1 31. All documents relating to any lawsuits between Plaintiff and any third party
2 involving the Asserted Mark for the period December 12, 2019 through the present.

3 32. All documents relating to any *inter partes* proceedings in the United States Patent
4 and Trademark Office between Plaintiff and any third party involving the Asserted Mark for the
5 period December 12, 2019 through the present.

6 33. All documents relating to any Uniform Domain Name Dispute Resolution Policy
7 proceedings between Plaintiff and any third party involving the Asserted Mark for the period
8 December 12, 2019 through the present.

9 34. All documents relating to any objection by Plaintiff to any third party relating to
10 the third party's use of the Asserted Mark or any mark similar to, or that Plaintiff has at any time
11 alleged to be similar to, the Asserted Mark for the period December 12, 2019 through the present.

12 35. All documents relating to Plaintiff's knowledge of the use, attempted registration
13 or registration by any third party of the Asserted Mark or any mark similar to, or that Plaintiff has
14 at any time believed to be similar to, the Asserted Mark for the period December 12, 2019 through
15 the present.

16 36. All documents relating to any observations, perceptions, impressions, or inquiries
17 as to whether the goods or services sold or intended to be sold, directly or indirectly, by Defendant
18 are produced by, sponsored, or endorsed by, or in any manner associated or affiliated with Plaintiff
19 or any goods or services offered under the Asserted Mark for the period December 12, 2019
20 through the present.

21 37. All documents relating to any consumer, governmental, or other complaints or
22 investigations relating to goods or services sold under the Asserted Mark for the period December
23 12, 2019 through the present.

24 38. Documents sufficient to show the annual volume of sales (in dollars and units) of
25 all goods or services sold, directly or indirectly, by Plaintiff under or in connection with the
26 Asserted Mark for each of the last five years.

1 39. Documents sufficient to show the annual advertising expenditures (in dollars) spent
2 to promote the Asserted Mark and goods and services sold under or in connection with the Asserted
3 Mark for each of the last five years.

4 40. Documents sufficient to show projected sales of goods or services sold or intended
5 to be sold, directly or indirectly, by Plaintiff under or in connection with the Asserted Mark,
6 including, but not limited to, Documents sufficient to show the information on which such
7 calculations are based for each of the last five years.

8 41. Documents sufficient to show the calculation of the gross and net profits realized
9 by Plaintiff, directly or indirectly, from the sale of any goods or services under or in connection
10 with the Asserted Mark for each of the last five years.

11 42. Documents sufficient to show any costs or expenses incurred by Plaintiff in
12 connection with any goods or services marketed or sold or intended to be marketed and sold under
13 or in connection with the Asserted Mark for each of the last five years.

14 43. All documents relating to Plaintiff's registration, licensing, current or previous
15 ownership, or transfer of any mark or domain name that incorporates the Asserted Mark, in whole
16 or in part for the period December 12, 2019 through the present.

17 44. All documents concerning any allegation in the Complaint that Defendant willfully,
18 knowingly, or intentionally adopted or used the Asserted Mark to cause confusion, to cause
19 mistake, or to deceive.

20 45. Documents sufficient to show the number of search engine users redirected from
21 keyword advertisements to Plaintiff's site who became actual consumers of Plaintiff.

22 46. Documents sufficient to show the amount of revenue and profit Plaintiff receives
23 from customers on a per-customer basis.

24 47. Documents sufficient to show the average period during which Plaintiff's
25 customers continue to use Plaintiff's services.

26 48. Documents sufficient to show the total number of visitors to Plaintiff's site in each
27 of the last five (5) years.
28

1 49. Documents sufficient to show the total revenue derived from Plaintiff's services
2 that compete with Defendant's services, in each of the last five (5) years.

3 50. Documents sufficient to explain Plaintiff's calculation of profits that Plaintiff
4 believes it lost due to the alleged infringement in this action.

5 51. Documents sufficient to show all states in which Plaintiff is licensed to do business
6 and the dates on which license(s) were obtained.

7 52. All documents not otherwise specified herein that relate to, bear upon, or provide
8 evidence relating to any of the allegations in the Complaint.

9 53. All documents and communications relating to the substantial harm to Cash
10 Cloud's business, its goodwill, and reputation alleged in the Complaint.

11 54. All documents and communications relating to any damages or profits alleged in
12 the Complaint.

13 55. All documents relating to the claims or defenses of this action.

14 56. All documents you provided to or received from a third party relating to Defendant,
15 or the claims or defenses raised in this action.

16 57. All documents and communications relating to Plaintiff's decision to develop and
17 market its own software to operate digital currency kiosks.

18 58. All documents and communications concerning replacing the Licensed Software
19 with Plaintiff's own software to operate digital currency kiosks.

20 59. All documents and communications related to Plaintiff publicly demonstrating its
21 software to operate digital currency kiosks to Plaintiff's customers, the industry in general, and in
22 Plaintiff's marketing.

23 60. All documents and communications related to Plaintiff "mass-deploy[ing] its own
24 Coin Cloud Operating Software ('CCOS'), which had been initially developed by a third-party
25 vendor before being accepted and further developed by [Plaintiff] at the direction of Mr. McAlary"
26 as alleged in paragraph 19 of the OCUC Complaint.

1 61. All documents and communications related to the software development agreement
2 with Vision IT Consulting, Inc. for the development of a custom cryptocurrency software program,
3 CCOS, to operate Plaintiff's DCMs as alleged in paragraph 58 of the OCUC Complaint.

4 62. Documents and communications related to Plaintiff's acceptance of the CCOS
5 delivered by Vision IT Consulting, Inc. as alleged in paragraphs 59 – 62 of the OCUC Complaint.

6 63. Documents and communications related to Plaintiff's "roll[] out [of] the first beta
7 version of CCOS to 15 DCMs in the Las Vegas area" as alleged in paragraph 63 of the OCUC
8 Complaint.

9 64. Documents and communications related to all beta versions of CCOS rolled out to
10 Plaintiff's DCMs across the United States.

11 65. Documents and communications concerning Mr. McAlary's "eager[ness] to launch
12 CCOS in order to migrate away from using third-party software provided by BitAccess (which
13 required [Plaintiff] to pay license fees)" as alleged in paragraph 64 of the OCUC Complaint.

14 66. Documents and communications concerning the shift in responsibility for the
15 deployment of CCOS from Plaintiff's "IT group" to the "Product Placement Group," as alleged in
16 paragraph 64 of the OCUC Complaint.

17 67. Documents and communications concerning the "gaps in CCOS" and Plaintiff's
18 "fail[ure] to ensure that back-end services, including the CCOS web management counsel, were
19 secure" as alleged in paragraph 65 of the OCUC Complaint.

20 68. Documents and communications related to the "repeated delays" of the "mass
21 rollout of CCOS on [Plaintiff's] DCMs" as alleged in paragraph 66 of the OCUC Complaint.

22 69. Documents and communications relating to the proposal from the "new head of
23 [Plaintiff's] engineering team" in or around May 2022 to "redesign and rearchitect significant
24 portions of the [CCOS]" as alleged in paragraph 66 of the OCUC Complaint.

25 70. Documents and communications relating to Plaintiff's decision not to obtain a
26 temporary license from other established third-party software providers in or around August 2022
27 as alleged in paragraph 67 of the OCUC Complaint.
28

1 71. Documents and communications concerning the “security issues” in the CCOS in
2 or around August 2022 as alleged in paragraph 67 of the OCUC Complaint.

3 72. Documents and communications relating to Mr. McAlary’s direction “to expedite
4 the mass deployment of CCOS” in or around August 2022 as alleged in paragraph 67 of the OCUC
5 Complaint.

6 73. A copy of the internal report alleged in paragraph 69 of the OCUC Complaint
7 relating to the “CCOS Hack.”

8 74. A copy of the third-party investigative report on the CCOS Hack conducted by
9 Sygnia as alleged in paragraph 70 of the OCUC Complaint.

10 75. All documents and communications concerning Plaintiff’s implementation of its
11 own software to operate digital currency kiosks on Plaintiff’s kiosks or the kiosks of third parties.

12 76. Documents sufficient to show the total revenue derived from Plaintiff’s own
13 software to operate digital currency kiosks, in 2022 and 2023.

14 77. All documents and communications concerning the purported deactivation and
15 reactivation of the Licensed Software on August 18, 2022.

16 78. Documents and communications sufficient to support the allegation in paragraph
17 53 of the Complaint that alleges on August 18, 2022, “Cash Cloud’s access to the Licensed
18 Software was deactivated, causing of Cash Cloud’s Kiosks using that Licensed Software to
19 become inoperable.”

20 79. All documents and communications concerning the allegation in paragraph 56 of
21 the Complaint alleging, “Later that day, Cash Cloud’s access to the Licensed Software was
22 reactivated.”

23 80. All documents and communication concerning the purported deactivation and
24 reactivation of the Licensed Software on August 30, 2022.

25 81. Documents sufficient to support the allegation in paragraph 73 of the Complaint
26 that alleges that as a result of the deactivation of the Licensed Software on August 30, 2022
27 Plaintiff’s “Kiosks immediately ceased to function and became inoperable.”
28

1 82. Documents sufficient to support the allegation in paragraph 74 of the Complaint
2 that alleges that as a result of the deactivation of the Licensed Software on August 30, 2022, the
3 “sudden shutdown crippled Cash Cloud’s business as Cash Cloud was unable to process any
4 transactions on thousands of Kiosks that relied upon the BitAccess software.”

5 83. Documents sufficient to support the allegation in paragraph 75 of the Complaint,
6 “Defendant’s interference with the contractual relationship between Cash Cloud and BitAccess
7 and the deactivation of the Licensed Software caused substantial harm to Cash Cloud’s business,
8 its goodwill, and reputation.”

9 84. Documents sufficient to support the allegation in paragraph 75 of the Complaint,
10 “The damages from Defendant’s improper interference and deactivation of the Licensed Software
11 include not only the loss of revenue from the Kiosks, but also the out of pocket expense to send
12 technicians to each Kiosk and install alternate software on the Kiosk.”

13 85. Documents sufficient to show the calculations of damages “estimated to be in
14 excess of several million dollars” as alleged in paragraph 77 of the Complaint.

15 86. Documents and communications concerning all “false and misleading statements”
16 to Plaintiff’s Kiosk hosts purportedly made by Defendant as alleged in the Complaint.

17 87. Documents and communications concerning the acts by Defendant’s intent to harm
18 Plaintiff through any purported “false and misleading statements” alleged in the Complaint.

19 88. Contracts with all kiosk hosts alleged in the Complaint to have been interfered with
20 by Defendant.

21 89. Documents and communications concerning the acts by Defendant intended or
22 designed to disrupt the contractual relationships with kiosk hosts.

23 90. Documents and communications related to the actual disruptions of contracts with
24 kiosk hosts.

25 91. Documents and communications concerning the acts by Defendant purportedly
26 intended or designed to disrupt the 2020 Purchase Agreement.

27 92. Documents and communications related to the actual disruptions of the 2020
28 Purchase Agreement.

1 93. Documents and communications concerning any prospective contractual
2 relationships between Plaintiff and any third parties alleged in the Complaint to have been
3 interfered with by Defendant.

4 94. Documents and communications concerning the new customer agreements that
5 Defendant purportedly disrupted, as alleged in paragraphs 138-142 of the Complaint.

6 95. The new customer agreement Plaintiff executes through a new customer's use of a
7 Cash Cloud kiosk as alleged in paragraph 138 of the Complaint.

8 96. Documents and communications concerning Defendant's knowledge of any
9 prospective contractual relationships between Plaintiff and any third parties alleged to have been
10 interfered with by Defendant as alleged in the Complaint.

11 97. Documents and communications concerning the acts by Defendant's intent to
12 prevent any prospective contractual relationships between Plaintiff and any third parties alleged to
13 have been interfered with by Defendant as alleged in the Complaint.

14 98. Documents sufficient to show the loss of business that Plaintiff claims was
15 purportedly caused by Defendant's alleged interference with Plaintiff's contractual relationships
16 and potential business relationships alleged in the Complaint.

17 99. Documents sufficient to show the terms of and transactions related to the December
18 31, 2018 loan from Mr. McAlary to Plaintiff as alleged in paragraph 23 of the OCUC Complaint.

19 100. Documents sufficient to show the terms of and transactions related to the loans from
20 Plaintiff to Mr. McAlary as alleged in paragraphs 28-32 of the OCUC Complaint.

21 101. Documents sufficient to show the transfers to Mr. McAlary from Plaintiff as alleged
22 in paragraphs 33 – 42 of the OCUC Complaint.

23 102. Documents sufficient to show the "massive overspending in marketing activity"
24 approved by Mr. McAlary as alleged in paragraphs 44 – 51 of the OCUC Complaint.

25 103. Documents sufficient to show the "purchase of thousands of unnecessary DCMs"
26 approved by Mr. McAlary as alleged in paragraphs 52 – 57 of the OCUC Complaint.

27 104. Documents sufficient to determine the identity and location of all witnesses who
28 may have discoverable information or on whom you intend to rely in this action.

105. All documents on which you intend to rely in this action.

106. All documents relating to the testimony or possible testimony of any fact witnesses you may call to testify in this proceeding, including documents sufficient to identify any such person by name, address and phone number.

107. All documents relating, reflecting, or referring to any work performed for you, or at your request or direction, by any person whom you intend to call as an expert witness on your behalf in this case.

108. All documents relating, reflecting, or referring to any communications between you, or anyone acting on your behalf, and any person whom you intend to call as an expert witness on your behalf in this case.

109. All documents received from any person whom you intend to call as an expert witness on your behalf in this case.

110. All exhibits you may use at any hearing or eventual trial of this action.

DATED this 26th day of January 2024.

CARLTON FIELDS, P.A.

/s/ Adam P. Schwartz
Adam P. Schwartz, Esq. (Admitted *Pro Hac Vice*)
John J. Lamoureux, Esq. (Admitted *Pro Hac Vice*)
Corporate Center Three at International Plaza
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607-5780

HOLLEY DRIGGS
Stacy H. Rubin, Esq. (NV Bar No. 9298)
300 South Fourth Street, Suite 1600
Las Vegas, Nevada 89101

Attorneys for Lux Vending, LLC d/b/a Bitcoin Depot

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of HOLLEY DRIGGS and that, on the 26th day of January 2024, I caused to be served a true and correct copy of DEFENDANT LUX VENDING, LLC d/b/a BITCOIN DEPOT'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO PLAINTIFF CASH CLOUD, INC., dba COIN CLOUD in the following manner:

☒ (ELECTRONIC SERVICE) Under the Stipulated Amended Discovery Plan And Scheduling Order filed with the court on December 12, 2023 (ECF No. 62), by emailing a PDF copy of the above-referenced document to the parties listed below:

Plaintiff:

James M. Jimmerson: jmj@jimmersonlawfirm.com
James J. Jimmerson: jimmerson@jimmersonlawfirm.com
Andrew Pastor: aap@jimmersonlawfirm.com
Brett Axelrod: baxelrod@foxrothschild.com

With copy to

Defendant:

Adam Schwartz: aschwartz@carltonfields.com
Erin J. Hoyle: EHoyle@carltonfields.com
Angie Maranto: amaranto@carltonfields.com
John Lamoureux: jlamoureux@carltonfields.com
Stacy Rubin: srubin@nevadafirm.com
Olivia Swibies: oswibies@nevadafirm.com

/s/ Olivia Swibies
An employee of Holley Driggs

15482-01/3073395_2.docx

EXHIBIT E

CARLTON FIELDS, P.A.
Adam P. Schwartz, Esq. (Admitted *Pro Hac Vice*)
Email: aschwartz@carltonfields.com
John J. Lamoureux, Esq. (Admitted *Pro Hac Vice*)
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4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607-5780
Telephone: 813.223.7000
Facsimile: 813.229.4133

HOLLEY DRIGGS
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Las Vegas, Nevada 89101
Telephone: 702/791-0308
Facsimile: 702/791-1912

Attorneys for Lux Vending, LLC d/b/a Bitcoin Depot

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:

Case No. 23-10423-MKN
Chapter 11

CASH CLOUD, INC., DBA COIN CLOUD,

Debtor.

CASH CLOUD, INC., DBA COIN
CLOUD,

Plaintiff,

v.

LUX VENDING, LLC d/b/a BITCOIN
DEPOT,

Defendant.

Adv. No. 23-01015-MKN

DEFENDANT LUX VENDING, LLC d/b/a
BITCOIN DEPOT'S FIRST SET OF
INTERROGATORIES TO PLAINTIFF
CASH CLOUD, INC. dba COIN CLOUD

Defendant Lux Vending, LLC d/b/a Bitcoin Depot ("Defendant" or "Bitcoin Depot"), by and through counsel, Adam P. Schwartz of the law firm Carlton Fields, P.A., and Stacy H. Rubin, Esq., of the law firm Holley Driggs, hereby submits its First Set of Interrogatories (hereinafter "Interrogatories" or "Interrogatory"), to Plaintiff Cash Cloud Inc., dba Coin Cloud ("Cash Cloud" or "Plaintiff").

DEFINITIONS

1. “Defendant” means Lux Vending, LLC d/b/a Bitcoin Depot,¹ the defendant in the above-captioned proceeding.

2. “Plaintiff,” “you,” or “your” means Cash Cloud, Inc., dba Coin Cloud, the Plaintiff in the above-captioned action, its subsidiaries, divisions, predecessor and successor companies, affiliates, parents, any partnership or joint venture to which it may be a party, and/or each of its employees, agents, officers, directors, representatives, consultants, accountants, and attorneys, including any person who served in any such capacity at any time during the relevant time period specified herein.

3. A reference to a “person” includes an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity and includes all of that person's principals, employees, agents, attorneys, consultants, and other representatives.

4. The term “mark” means any word, name, symbol, or device (including any key word or metatag) or any combination thereof.

5. “The Asserted Mark” means the “Coin Cloud” mark, described in paragraphs 7 and 86 of Plaintiff’s Complaint in the above-captioned action and any unregistered or common law variation of “Coin Cloud” in which Plaintiff claims any trademark rights including without limitation “Coin Cloud.”

6. “Document” is synonymous in meaning and equal in scope to its usage in FRCP 34(a)(1)(A). The term “document” refers to any document now or at any time in Plaintiff’s possession, custody, or control. A person is deemed in control of a document if the person has any ownership, possession, or custody of the document, or the right to secure the document or a copy thereof from any person or public or private entity having physical possession thereof.

7. “Information” shall include individual documents and records (including associated metadata) whether on paper, film, or other media, as discrete files stored electronically, optically,

¹ As of June 29, 2023, Lux Vending, LLC merged into Bitcoin Depot Operating LLC, a Delaware limited liability company, with the surviving entity named Bitcoin Depot Operating LLC d/b/a Bitcoin Depot.

1 or magnetically, or as a record within a database, archive, or container file, including emails,
2 messages, social media posts, word processed documents, digital presentations, spreadsheets,
3 database content, text messages, and messages in workplace collaboration tools (including without
4 limitation Slack, Microsoft Teams, and Google Hangouts) or ephemeral messaging applications.

5 8. “Communication” means the transmittal of information (in the form of facts, ideas,
6 inquiries, or otherwise).

7 9. “Concerning” means consisting of, referring to, relating to, reflecting, or being in
8 any way logically or factually connected with the matter discussed.

9 10. “Use” of a mark means use in commerce within the meaning of 15 U.S.C. § 1127.

10 11. “Identify” with respect to a person means to give, to the extent known, (a) his or
11 her full name; (b) his or her last known home and business addresses and respective phone
12 numbers; (c) his or her job and position title, both during the time period relevant to the substance
13 of the interrogatory and presently; and (d) his or her connection to the subject matter of the
14 interrogatory. Once a person has been identified in accordance with this paragraph, only the name
15 of that person need be listed in response to subsequent discovery requests involving that person.

16 12. “Identify” with respect to an entity or organization means to give, to the extent
17 known, (a) its name; (b) the last known address and phone number for its principal place of
18 business; (c) its type, e.g., corporation, LLC, partnership, trust; (d) its date and place of formation;
19 and (e) the name, address and phone number of its registered agent.

20 13. “Identify” with respect to each document means to give, to the extent known, (a)
21 the type of document; (b) the date of the document; (c) the identity of each author, addressee and
22 recipient, including actual and designated recipients of copies; (d) a detailed description of its
23 subject matter and contents; and (e) its location, form and custodian, i.e., the person who had last
24 knowledge, possession, custody, or control thereof.

25 14. “Identify” with respect to any other tangible thing means to give, to the extent
26 known, (a) its type; (b) a detailed description of its subject matter and nature; (c) the identity of
27 the person who made it, if applicable; and (d) its current location and custodian, i.e., the person
28 who had last knowledge, possession, custody, or control thereof.

1 15. “Identify” with respect to an event means to give, to the extent known, (a) its type,
2 e.g., meeting, conference, purchase, sale; (b) its date, time, and place of occurrence; (c) the identity
3 of all persons participating, attending, or observing; (d) a detailed description of the event and
4 what transpired; and (e) the identity of any documents referenced, referred to, relied upon, involved
5 in, or created in connection with the event, including any record made of the event.

6 16. “Identify” with respect to a communication means to give, to the extent known, (a)
7 the name and address of each person who made the communication; (b) the name and address of
8 each person to whom the communication was directed; (c) the date of the communication; (d) the
9 substance of the communication; and (e) the method of communication, e.g., whether by
10 telephone, letter, in person, by email, or through some other means.

11 17. As used in these Interrogatories, the term “2015 Purchase Agreement” shall refer
12 to the Master Purchase Agreement between Plaintiff and BitAccess, Inc., dated September 4, 2015,
13 a copy of which is attached as Exhibit 1 to Plaintiff’s Complaint. ECF No. 1.

14 18. As used in these Interrogatories, the term “2020 Purchase Agreement” shall refer
15 to the Master Purchase Agreement between Plaintiff and BitAccess, Inc., dated January 23, 2020,
16 a copy of which is attached as Exhibit 2 to Plaintiff’s Complaint. *Id.*

17 19. “Licensed Software” as used herein refers to the software Plaintiff licensed from
18 BitAccess, Inc., to operate Plaintiff’s digital currency kiosks, as described in the Complaint at
19 Paragraphs 12, 25, 29, and 38.

20 20. As used in these Interrogatories, “Coin Cloud Operating Software” shall refer to
21 the custom cryptocurrency software program developed to operate Plaintiff’s digital currency
22 kiosks as described in Paragraphs 19 and 58 of Complaint filed by the Official Committee of
23 Unsecured Creditors of Cash Cloud Inc., dba Coin Cloud v. McAlary, Case No. 23-10423-mkn,
24 on September 1, 2023 (ECF No. 1161) (the “OCUC Complaint”).

25 21. “Digital Currency Kiosks” or “kiosks” shall refer to the physical ATM-like
26 machines that allow customers to exchange cryptocurrencies for fiat currency or other
27 cryptocurrencies.
28

22. The terms “and” and “or” shall be construed either conjunctively or disjunctively as necessary to bring within the scope of the Interrogatory all responses that might otherwise fall outside the scope of each Interrogatory.

23. The terms “all,” “any,” or “each” encompass any and all of the matter discussed.

24. The use of singular form includes plural, and vice versa.

25. The use of present tense includes past tense, and vice versa.

INSTRUCTIONS

1. Each Interrogatory shall be answered completely, separately, and fully.

2. The words “and” and “or” shall be construed conjunctively or disjunctively as is necessary to make the Interrogatory inclusive rather than exclusive.

3. The past tense shall be construed to include the present tense and vice versa, to make the Interrogatory inclusive rather than exclusive.

4. The singular shall be construed to include the plural and vice versa, to make the Interrogatory inclusive rather than exclusive.

5. The Interrogatories are continuing and require further and supplemental responses as provided by the Rules of Court.

6. As to such document(s) which no longer exist but which you are aware existed at one time, identify such document(s) and in addition, identify the last known location, and if applicable, identify the date of destruction and identify the person causing such destruction.

7. If You or Your lawyers find any of these Interrogatories vague, confusing, hard to understand, or want to talk through any issues relating to these Interrogatories, please call Adam P. Schwartz at (813) 229-4336 to resolve or discuss the issue(s). Please do not wait and object instead of attempting to resolve any issues with a phone call prior to the deadline to respond to these Interrogatories.

INTERROGATORIES

1. Identify the person(s), whether employees or third parties, with the most knowledge concerning the facts alleged in the Complaint, and the facts on which each person possesses knowledge.

2. Identify the person(s) who discovered or investigated the purported deactivation and reactivation of the Licensed Software on August 18, 2022.

3. Describe the events of the discovery of the purported deactivation and reactivation of the Licensed Software on August 18, 2022.

4. Identify the person(s) who discovered or investigated the purported deactivation of the Licensed Software on August 30, 2022.

5. Identify the person(s) who discovered or investigated the purported advertisement displaying Plaintiff's Asserted Mark alleged in paragraph 86 of the Complaint and the details of the search leading to the screenshot of the Google advertisement on page 16 of the Complaint, including but not limited to:

(a) The date, time, and location of when the advertisement was discovered;

(b) All search terms used to create the screenshot;

(c) All previous searches and browser history leading up to the search that allegedly generated the screenshot;

6. Identify the number of times and the corresponding dates that the screenshot of the Google Ad appeared as a result of the search terms used by Plaintiff to generate the screenshot of the Google advertisement on page 16 of the Complaint.

7. Identify the specific provisions, paragraphs, or terms of the 2020 Purchase Agreement that BitAccess, Inc., breached, as alleged in paragraph 126 of the Complaint, including the date(s) of the alleged breach and how each provision, paragraph, or term was breached.

8. Identify the kiosk host(s) that breached host contract(s), as alleged in paragraph 126 of the Complaint, and identify Plaintiff's point of contact for each of these kiosk hosts.

9. Identify Plaintiff's contracts, and the specific provisions, paragraphs, or terms of the contract(s), with kiosk host(s) that the kiosk host(s) breached, as alleged in paragraph 126 of the Complaint, including the date(s) of the alleged breach and how each provision, paragraph, or term was breached.

10. Describe Plaintiff's alleged relationship with the kiosk host(s) that breached host contract(s), as alleged in paragraph 126 of the Complaint, including but not limited to:

(a) When Plaintiff first met or communicated with each kiosk host.

(b) When Plaintiff and each kiosk host established their contractual relationship.

(c) How Plaintiff and each kiosk host established the alleged relationship.

(d) The terms and conditions of the alleged relationship between Plaintiff and each kiosk host.

11. Identify the new customer agreements, and the specific provisions, paragraphs, or terms of the agreements, that Defendant purportedly disrupted, as alleged in paragraphs 138-142 of the Complaint, including but not limited to:

(a) How Plaintiff and prospective customers execute the new customer agreements.

(b) The terms and conditions of the new customer agreements.

12. Describe the amount and each category of damages Plaintiff seeks from Defendant in the Complaint. For each amount and category of damages you describe, identify the factual and legal bases for the amount and the category of damages, including but not limited to the methodologies and formulas used to calculate these damages.

13. Identify all keywords used by Plaintiff as part of any marketing efforts, including sponsored advertising, search engine optimization, Google Ads, social media, print advertisements, or any other marketing materials.

14. Identify the person(s), whether employees or third parties, with the most knowledge concerning the development, acceptance, beta testing, and implementation of the Coin Cloud Operating Software.

DATED this 26th day of January 2024.

CARLTON FIELDS, P.A.

/s/ Adam P. Schwartz
Adam P. Schwartz, Esq. (Admitted *Pro Hac Vice*)
John J. Lamoureux, Esq. (Admitted *Pro Hac Vice*)
Corporate Center Three at International Plaza
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607-5780

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HOLLEY DRIGGS
Stacy H. Rubin, Esq. (NV Bar No. 9298)
300 South Fourth Street, Suite 1600
Las Vegas, Nevada 89101

Attorneys for Lux Vending, LLC d/b/a Bitcoin Depot

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of HOLLEY DRIGGS and that, on the 26th day of January 2024, I caused to be served a true and correct copy of DEFENDANT LUX VENDING, LLC d/b/a BITCOIN DEPOT'S FIRST SET OF INTERROGATORIES TO PLAINTIFF CASH CLOUD, INC. dba COIN CLOUD in the following manner:

☒ (ELECTRONIC SERVICE) Under the Stipulated Amended Discovery Plan And Scheduling Order filed with the court on December 12, 2023 (ECF No. 62), by emailing a PDF copy of the above-referenced document to the parties listed below:

Plaintiff:

James M. Jimmerson: jmj@jimmersonlawfirm.com
James J. Jimmerson: jimmerson@jimmersonlawfirm.com
Andrew Pastor: aap@jimmersonlawfirm.com
Brett Axelrod: baxelrod@foxrothschild.com

With copy to

Defendant:

Adam Schwartz: aschwartz@carltonfields.com
Erin J. Hoyle: EHoyle@carltonfields.com
Angie Maranto: amaranto@carltonfields.com
John Lamoureux: jlamoureux@carltonfields.com
Stacy Rubin: srubin@nevadafirm.com
Olivia Swibies: oswibies@nevadafirm.com

/s/ Olivia Swibies
An employee of Holley Driggs

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EXHIBIT F

CARLTON FIELDS, P.A.
Adam P. Schwartz, Esq. (Admitted *Pro Hac Vice*)
Email: aschwartz@carltonfields.com
John J. Lamoureux, Esq. (Admitted *Pro Hac Vice*)
Email: jlamoureux@carltonfields.com
Erin J. Hoyle, Esq. (Admitted *Pro Hac Vice*)
Email: ehoyle@carltonfields.com
Corporate Center Three at International Plaza
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607-5780
Telephone: 813/223-7000
Facsimile: 813/229-4133

Stacy H. Rubin, Esq., Nevada Bar No. 9298
Howard & Howard Attorneys PLLC
3800 Howard Hughes Parkway, Suite 1000
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Telephone: 702/667-4853
Facsimile: 702/567-1568
E-Mail: shr@h2law.com

Attorney for Lux Vending, LLC d/b/a Bitcoin Depot

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:

CASH CLOUD, INC., DBA COIN CLOUD,
Debtor.

CASH CLOUD, INC., DBA COIN
CLOUD,

Plaintiff,

v.

LUX VENDING, LLC d/b/a BITCOIN
DEPOT; et al.,

Defendant.

Case No. 23-10423-MKN
Chapter 11

Adv. No. 23-01015-MKN

DEFENDANT LUX VENDING, LLC d/b/a
BITCOIN DEPOT'S AMENDED FIRST SET
OF REQUESTS FOR PRODUCTION OF
DOCUMENTS TO PLAINTIFF CASH
CLOUD, INC., dba COIN CLOUD

Defendant Lux Vending, LLC d/b/a Bitcoin Depot ("Defendant" or "Bitcoin Depot"), by
and through counsel, Adam P. Schwartz, Esq., of the law firm Carlton Fields, P.A., and Stacy H.
Rubin, Esq., of the law firm Howard and Howard Attorneys PLLC, hereby submits its Amended

1 First Set of Requests for Production of Documents (hereinafter “Requests” or “Request”), to
2 Plaintiff Cash Cloud Inc., dba Coin Cloud (“Cash Cloud” or “Plaintiff”).

3 **DEFINITIONS**

4 1. “Defendant” means Lux Vending, LLC d/b/a Bitcoin Depot,¹ the defendant in the
5 above-captioned proceeding.

6 2. “Plaintiff,” “you,” or “your” means Cash Cloud, Inc., dba Coin Cloud, the Plaintiff
7 in the above-captioned action, its subsidiaries, divisions, predecessor and successor companies,
8 affiliates, parents, any partnership or joint venture to which it may be a party, and/or each of its
9 employees, agents, officers, directors, representatives, consultants, accountants, and attorneys,
10 including any person who served in any such capacity at any time during the relevant time period
11 specified herein.

12 3. A reference to a “person” includes an individual, corporation, partnership, joint
13 venture, limited liability company, governmental authority, unincorporated organization, trust,
14 association, or other entity and includes all of that person's principals, employees, agents,
15 attorneys, consultants, and other representatives.

16 4. “Document” is synonymous in meaning and equal in scope to its usage in FRCP
17 34(a)(1)(A). The term “document” refers to any document now or at any time in Plaintiff’s
18 possession, custody, or control. A person is deemed in control of a document if the person has any
19 ownership, possession, or custody of the document, or the right to secure the document or a copy
20 thereof from any person or public or private entity having physical possession thereof.

21 5. “Information” shall include individual documents and records (including associated
22 metadata) whether on paper, film, or other media, as discrete files stored electronically, optically,
23 or magnetically, or as a record within a database, archive, or container file, including emails,
24 messages, social media posts, word processed documents, digital presentations, spreadsheets,
25 database content, text messages, and messages in workplace collaboration tools (including without
26 limitation Slack, Microsoft Teams, and Google Hangouts) or ephemeral messaging applications.

27 _____
28 ¹ As of June 29, 2023, Lux Vending, LLC merged into Bitcoin Depot Operating LLC, a Delaware limited
liability company, with the surviving entity named Bitcoin Depot Operating LLC d/b/a Bitcoin Depot.

1 6. “Communication” means the transmittal of information (in the form of facts, ideas,
2 inquiries, or otherwise).

3 7. “Concerning” means consisting of, referring to, relating to, reflecting, or being in
4 any way logically or factually connected with the matter discussed.

5 8. “Identify” with respect to a person means to give, to the extent known, (a) his or
6 her full name; (b) his or her last known home and business addresses and respective phone
7 numbers; (c) his or her job and position title, both during the time period relevant to the substance
8 of the interrogatory and presently; and (d) his or her connection to the subject matter of the
9 interrogatory. Once a person has been identified in accordance with this paragraph, only the name
10 of that person need be listed in response to subsequent discovery requests involving that person.

11 9. “Identify” with respect to an entity or organization means to give, to the extent
12 known, (a) its name; (b) the last known address and phone number for its principal place of
13 business; (c) its type, e.g., corporation, LLC, partnership, trust; (d) its date and place of formation;
14 and (e) the name, address and phone number of its registered agent.

15 10. “Identify” with respect to each document means to give, to the extent known, (a)
16 the type of document; (b) the date of the document; (c) the identity of each author, addressee and
17 recipient, including actual and designated recipients of copies; (d) a detailed description of its
18 subject matter and contents; and (e) its location, form and custodian, i.e., the person who had last
19 knowledge, possession, custody, or control thereof.

20 11. “Identify” with respect to any other tangible thing means to give, to the extent
21 known, (a) its type; (b) a detailed description of its subject matter and nature; (c) the identity of
22 the person who made it, if applicable; and (d) its current location and custodian, i.e., the person
23 who had last knowledge, possession, custody, or control thereof.

24 12. “Identify” with respect to an event means to give, to the extent known, (a) its type,
25 e.g., meeting, conference, purchase, sale; (b) its date, time, and place of occurrence; (c) the identity
26 of all persons participating, attending, or observing; (d) a detailed description of the event and
27 what transpired; and (e) the identity of any documents referenced, referred to, relied upon, involved
28 in, or created in connection with the event, including any record made of the event.

1 2. All documents are to be produced as they are kept in the usual course of business
2 with any identifying labels, file markings, or similar identifying features, or shall be organized and
3 labelled to correspond to the categories requested herein. If there are no documents in response to
4 a particular Request or if you withhold any responsive documents or categories of documents
5 based on any objections, you shall state so in writing.

6 3. Electronically stored information (ESI) must be produced in its original native
7 format with its accompanying metadata. For example:

8 (a) documents created using Microsoft Excel must be produced as .XLS or
9 .XLSX files; and

10 (b) e-mails must be produced in a form that readily supports import into
11 standard email client programs or the form of production should adhere to the conventions
12 set out in the internet email standard; and

13 (c) information stored in databases or files that are accessed through
14 information technology systems including, without limitation, accounting systems and
15 customer relationship management systems must be produced in the form of reports
16 indicating the date and time the report was generated, and the search parameters used.

17 4. ESI should be produced on appropriate electronic media of your choosing that does
18 not impose an undue burden or expense upon Defendant and is reasonably structured to allow
19 import into standard document review and litigation support systems. You should decrypt or
20 provide Plaintiff with passwords to any responsive ESI included in your productions. Should you
21 have any questions regarding acceptable electronic formats, you should contact counsel for
22 Defendant.

23 5. These Requests call for the production of all responsive documents in your
24 possession, custody, or control, or in the possession, custody, or control of your employees,
25 predecessors, successors, parents, subsidiaries, divisions, affiliates, partners, joint venturers,
26 brokers, accountants, financial advisors, representatives, and agents or other persons acting on
27 your behalf, without regard to the physical location of such documents.
28

1 6. In responding to these Requests, include documents obtained on your behalf by
2 your counsel, employees, agents, or any other persons acting on your behalf. If your response is
3 that the documents are not within your possession or custody, describe in detail the unsuccessful
4 efforts you made to locate each such document. If your response is that documents are not under
5 your control, identify who has the control and the location of the documents.

6 7. If any document was, but no longer is, in your possession, subject to your control
7 or in existence, include a statement:

- 8 (a) identifying the document;
9 (b) describing where the document is now;
10 (c) identifying who has control of the document;
11 (d) describing how the document became lost or destroyed or was transferred;

12 and

- 13 (e) identifying each of those persons responsible for or having knowledge of
14 the loss, destruction, or transfer of this document from your possession, custody, or control.

15 8. Each Request contemplates production of all documents in their entirety. If a
16 portion of a document is responsive to one or more Requests, the document shall be produced in
17 its entirety.

18 9. If any document is withheld in whole or in part, for any reason including, without
19 limitation, a claim of privilege or other protection from disclosure such as the work product
20 doctrine or other business confidentiality or trade secret protection, set forth separately with
21 respect to each document:

- 22 (a) the ground of privilege or protection claimed;
23 (b) each and every basis under which the document is withheld;
24 (c) the type of document;
25 (d) its general subject matter;
26 (e) the document's date; and

1 (f) other information sufficient to enable a full assessment of the applicability
2 of the privilege or protection claims, as required by FRCP 26(b)(5), the court's local rules,
3 and the judge's individual practice rules.

4 10. To the extent you assert that a document contains information that should be
5 protected from disclosure (based on the attorney-client privilege, work product doctrine, or another
6 protection) and non-privileged information, the non-privileged portions of the document must be
7 produced. For each such document, indicate the portion of the document withheld by stamping the
8 words "MATERIAL REDACTED" on the document in an appropriate location that does not
9 obscure the remaining text.

10 11. If you object to any Request on any ground other than privilege, you must specify:

11 (a) the part of the Request that is objectionable and respond and allow
12 inspection of materials responsive to the remainder of the Request; and

13 (b) whether any responsive materials are being withheld on the basis of an
14 objection.

15 12. If there are no documents in response to any particular Request, you shall state so
16 in writing.

17 13. Unless otherwise stated herein, all documents requested are for the period
18 commencing February 7, 2023, up to and including the date of these Requests.

19 14. Each Request should be quoted in full immediately preceding the response.

20 **15. If You or Your lawyers find any of these Requests vague, confusing, hard to**
21 **understand, or want to talk through any issues relating to these Requests, please call Adam**
22 **P. Schwartz at (813) 229-4336 to resolve or discuss the issue(s). Please do not wait and object**
23 **instead of attempting to resolve any issues with a phone call prior to the deadline to respond**
24 **to these Requests.**

25 16. These Requests are continuing, and your response to these Requests must be
26 promptly supplemented when appropriate or necessary in accordance with Federal Rule of Civil
27 Procedure 26(e).
28

REQUESTS FOR PRODUCTION

1. All documents referred to or quoted in the allegations in the Sixth Cause of Action in the Complaint.

2. All documents relied on by Plaintiff in drafting the allegations in the Sixth Cause of Action in the Complaint.

3. Documents sufficient to show the total revenue derived from Plaintiff's services that compete with Defendant's services, in each of the last five (5) years.

4. Documents sufficient to explain Plaintiff's calculation of profits that Plaintiff believes it lost due to the alleged interference in this action.

5. Documents sufficient to show all states in which Plaintiff is licensed to do business and the dates on which license(s) were obtained.

6. All documents not otherwise specified herein that relate to, bear upon, or provide evidence relating to any of the allegations in the Sixth Cause of Action in the Complaint.

7. All documents and communications relating to the substantial harm to Cash Cloud's business, its goodwill, and reputation alleged in the Sixth Cause of Action in the Complaint.

8. All documents and communications relating to any damages or profits alleged in the Sixth Cause of Action in the Complaint.

9. All documents you provided to or received from a third party relating to Defendant, or the allegations in the Sixth Cause of Action in the Complaint.

10. All documents and communications relating to Plaintiff's decision to develop and market its own software to operate digital currency kiosks.

11. All documents and communications concerning replacing the Licensed Software with Plaintiff's own software to operate digital currency kiosks.

12. All documents and communications related to Plaintiff publicly demonstrating its software to operate digital currency kiosks to Plaintiff's customers, the industry in general, and in Plaintiff's marketing.

1 13. All documents and communications related to Plaintiff “mass-deploy[ing] its own
2 Coin Cloud Operating Software (‘CCOS’), which had been initially developed by a third-party
3 vendor before being accepted and further developed by [Plaintiff] at the direction of Mr. McAlary”
4 as alleged in paragraph 19 of the OCUC Complaint.

5 14. All documents and communications related to the software development agreement
6 with Vision IT Consulting, Inc. for the development of a custom cryptocurrency software program,
7 CCOS, to operate Plaintiff’s DCMs as alleged in paragraph 58 of the OCUC Complaint.

8 15. Documents and communications related to Plaintiff’s acceptance of the CCOS
9 delivered by Vision IT Consulting, Inc. as alleged in paragraphs 59 – 62 of the OCUC Complaint.

10 16. Documents and communications related to Plaintiff’s “roll[] out [of] the first beta
11 version of CCOS to 15 DCMs in the Las Vegas area” as alleged in paragraph 63 of the OCUC
12 Complaint.

13 17. Documents and communications related to all beta versions of CCOS rolled out to
14 Plaintiff’s DCMs across the United States.

15 18. Documents and communications concerning Mr. McAlary’s “eager[ness] to launch
16 CCOS in order to migrate away from using third-party software provided by BitAccess (which
17 required [Plaintiff] to pay license fees)” as alleged in paragraph 64 of the OCUC Complaint.

18 19. Documents and communications concerning the shift in responsibility for the
19 deployment of CCOS from Plaintiff’s “IT group” to the “Product Placement Group,” as alleged in
20 paragraph 64 of the OCUC Complaint.

21 20. Documents and communications concerning the “gaps in CCOS” and Plaintiff’s
22 “fail[ure] to ensure that back-end services, including the CCOS web management counsel, were
23 secure” as alleged in paragraph 65 of the OCUC Complaint.

24 21. Documents and communications related to the “repeated delays” of the “mass
25 rollout of CCOS on [Plaintiff’s] DCMs” as alleged in paragraph 66 of the OCUC Complaint.

26 22. Documents and communications relating to the proposal from the “new head of
27 [Plaintiff’s] engineering team” in or around May 2022 to “redesign and rearchitect significant
28 portions of the [CCOS]” as alleged in paragraph 66 of the OCUC Complaint.

1 23. Documents and communications relating to Plaintiff's decision not to obtain a
2 temporary license from other established third-party software providers in or around August 2022
3 as alleged in paragraph 67 of the OCUC Complaint.

4 24. Documents and communications concerning the "security issues" in the CCOS in
5 or around August 2022 as alleged in paragraph 67 of the OCUC Complaint.

6 25. Documents and communications relating to Mr. McAlary's direction "to expedite
7 the mass deployment of CCOS" in or around August 2022 as alleged in paragraph 67 of the OCUC
8 Complaint.

9 26. A copy of the internal report alleged in paragraph 69 of the OCUC Complaint
10 relating to the "CCOS Hack."

11 27. A copy of the third-party investigative report on the CCOS Hack conducted by
12 Sygnia as alleged in paragraph 70 of the OCUC Complaint.

13 28. All documents and communications concerning Plaintiff's implementation of its
14 own software to operate digital currency kiosks on Plaintiff's kiosks or the kiosks of third parties.

15 29. Documents sufficient to show the total revenue derived from Plaintiff's own
16 software to operate digital currency kiosks, in 2022 and 2023.

17 30. All documents and communications concerning the purported deactivation and
18 reactivation of the Licensed Software on August 18, 2022.

19 31. Documents and communications sufficient to support the allegation in paragraph
20 53 of the Complaint that alleges on August 18, 2022, "Cash Cloud's access to the Licensed
21 Software was deactivated, causing of Cash Cloud's Kiosks using that Licensed Software to
22 become inoperable."

23 32. All documents and communications concerning the allegation in paragraph 56 of
24 the Complaint alleging, "Later that day, Cash Cloud's access to the Licensed Software was
25 reactivated."

26 33. All documents and communication concerning the purported deactivation and
27 reactivation of the Licensed Software on August 30, 2022.
28

1 34. Documents and communications concerning the acts by Defendant purportedly
2 intended or designed to disrupt the 2020 Purchase Agreement.

3 35. Documents and communications related to the actual disruptions of the 2020
4 Purchase Agreement.

5 36. Documents sufficient to show the lost revenue that Plaintiff claims was purportedly
6 caused by Defendant's alleged interference alleged in the Complaint.

7 37. Documents sufficient to show the terms of and transactions related to the December
8 31, 2018 loan from Mr. McAlary to Plaintiff as alleged in paragraph 23 of the OCUC Complaint.

9 38. Documents sufficient to show the terms of and transactions related to the loans from
10 Plaintiff to Mr. McAlary as alleged in paragraphs 28-32 of the OCUC Complaint.

11 39. Documents sufficient to show the transfers to Mr. McAlary from Plaintiff as alleged
12 in paragraphs 33 – 42 of the OCUC Complaint.

13 40. Documents sufficient to show the "massive overspending in marketing activity"
14 approved by Mr. McAlary as alleged in paragraphs 44 – 51 of the OCUC Complaint.

15 41. Documents sufficient to show the "purchase of thousands of unnecessary DCMs"
16 approved by Mr. McAlary as alleged in paragraphs 52 – 57 of the OCUC Complaint.

17 42. Documents sufficient to determine the identity and location of all witnesses who
18 may have discoverable information or on whom you intend to rely in this action.

19 43. All documents on which you intend to rely in this action.

20 44. All documents relating to the testimony or possible testimony of any fact witnesses
21 you may call to testify in this proceeding, including documents sufficient to identify any such
22 person by name, address and phone number.

23 45. All documents relating, reflecting, or referring to any work performed for you, or
24 at your request or direction, by any person whom you intend to call as an expert witness on your
25 behalf in this case.

26 46. All documents relating, reflecting, or referring to any communications between
27 you, or anyone acting on your behalf, and any person whom you intend to call as an expert witness
28 on your behalf in his case.

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Howard and Howard Attorneys PLLC and that, on the 25th day of November 2024, I caused to be served a true and correct copy of DEFENDANT LUX VENDING, LLC d/b/a BITCOIN DEPOT'S AMENDED FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO PLAINTIFF CASH CLOUD, INC., dba COIN CLOUD in the following manner:

☒ (ELECTRONIC SERVICE) Under the Stipulated Amended Discovery Plan And Scheduling Order filed with the court on December 12, 2023 (ECF No. 62), by emailing a PDF copy of the above-referenced document to the parties listed below:

Plaintiff:

James M. Jimmerson: jmj@jimmersonlawfirm.com
James J. Jimmerson: jimmerson@jimmersonlawfirm.com
Andrew Pastor: aap@jimmersonlawfirm.com
Brett Axelrod: baxelrod@foxrothschild.com

With copy to

Defendant:

Adam Schwartz: aschwartz@carltonfields.com
Erin J. Hoyle: EHoyle@carltonfields.com
Angie Maranto: amaranto@carltonfields.com
John Lamoureux: jlamoureux@carltonfields.com
Stacy Rubin: shr@h2law.com

/s/ Kathy MacElwain
An employee of Howard & Howard Attorneys PLLC

EXHIBIT G

CARLTON FIELDS, P.A.
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 Email: aschwartz@carltonfields.com
 John J. Lamoureux, Esq. (Admitted *Pro Hac Vice*)
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Stacy H. Rubin, Esq., Nevada Bar No. 9298
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 Telephone: 702/667-4853
 Facsimile: 702/567-1568
 E-Mail: shr@h2law.com

Attorney for Lux Vending, LLC d/b/a Bitcoin Depot

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:
 CASH CLOUD, INC., DBA COIN CLOUD,
 Debtor.

Case No. 23-10423-MKN
 Chapter 11

CASH CLOUD, INC., DBA COIN
 CLOUD,
 Plaintiff,

Adv. No. 23-01015-MKN

v.

DEFENDANT LUX VENDING, LLC d/b/a
 BITCOIN DEPOT'S SECOND SET OF
 REQUESTS FOR PRODUCTION OF
 DOCUMENTS TO PLAINTIFF CASH
 CLOUD, INC., dba COIN CLOUD

LUX VENDING, LLC d/b/a BITCOIN
 DEPOT; et al.,
 Defendant.

Defendant Lux Vending, LLC d/b/a Bitcoin Depot ("Defendant" or "Bitcoin Depot"), by
 and through counsel, Adam P. Schwartz of the law firm Carlton Fields, P.A., and Stacy H. Rubin,

Esq., of the law firm Howard and Howard Attorneys PLLC, hereby submits its Second Set of Requests for Production of Documents (hereinafter “Requests” or “Request”), to Plaintiff Cash Cloud Inc., dba Coin Cloud (“Cash Cloud” or “Plaintiff”).

DEFINITIONS

1. “Defendant” means Lux Vending, LLC d/b/a Bitcoin Depot,¹ the defendant in the above-captioned proceeding.

2. “Plaintiff,” “you,” or “your” means Cash Cloud, Inc., dba Coin Cloud, the Plaintiff in the above-captioned action, its subsidiaries, divisions, predecessor and successor companies, affiliates, parents, any partnership or joint venture to which it may be a party, and/or each of its employees, agents, officers, directors, representatives, consultants, accountants, and attorneys, including any person who served in any such capacity at any time during the relevant time period specified herein.

3. A reference to a “person” includes an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity and includes all of that person’s principals, employees, agents, attorneys, consultants, and other representatives.

4. “Document” is synonymous in meaning and equal in scope to its usage in FRCP 34(a)(1)(A). The term “document” refers to any document now or at any time in Plaintiff’s possession, custody, or control. A person is deemed in control of a document if the person has any ownership, possession, or custody of the document, or the right to secure the document or a copy thereof from any person or public or private entity having physical possession thereof.

5. “Information” shall include individual documents and records (including associated metadata) whether on paper, film, or other media, as discrete files stored electronically, optically, or magnetically, or as a record within a database, archive, or container file, including emails, messages, social media posts, word processed documents, digital presentations, spreadsheets,

¹ As of June 29, 2023, Lux Vending, LLC merged into Bitcoin Depot Operating LLC, a Delaware limited liability company, with the surviving entity named Bitcoin Depot Operating LLC d/b/a Bitcoin Depot.

1 database content, text messages, and messages in workplace collaboration tools (including without
2 limitation Slack, Microsoft Teams, and Google Hangouts) or ephemeral messaging applications.

3 6. “Communication” means the transmittal of information (in the form of facts, ideas,
4 inquiries, or otherwise).

5 7. “Concerning” means consisting of, referring to, relating to, reflecting, or being in
6 any way logically or factually connected with the matter discussed.

7 8. “Identify” with respect to a person means to give, to the extent known, (a) his or
8 her full name; (b) his or her last known home and business addresses and respective phone
9 numbers; (c) his or her job and position title, both during the time period relevant to the substance
10 of the interrogatory and presently; and (d) his or her connection to the subject matter of the
11 interrogatory. Once a person has been identified in accordance with this paragraph, only the name
12 of that person need be listed in response to subsequent discovery requests involving that person.

13 9. “Identify” with respect to an entity or organization means to give, to the extent
14 known, (a) its name; (b) the last known address and phone number for its principal place of
15 business; (c) its type, e.g., corporation, LLC, partnership, trust; (d) its date and place of formation;
16 and (e) the name, address and phone number of its registered agent.

17 10. “Identify” with respect to each document means to give, to the extent known, (a)
18 the type of document; (b) the date of the document; (c) the identity of each author, addressee and
19 recipient, including actual and designated recipients of copies; (d) a detailed description of its
20 subject matter and contents; and (e) its location, form and custodian, i.e., the person who had last
21 knowledge, possession, custody, or control thereof.

22 11. “Identify” with respect to any other tangible thing means to give, to the extent
23 known, (a) its type; (b) a detailed description of its subject matter and nature; (c) the identity of
24 the person who made it, if applicable; and (d) its current location and custodian, i.e., the person
25 who had last knowledge, possession, custody, or control thereof.

26 12. “Identify” with respect to an event means to give, to the extent known, (a) its type,
27 e.g., meeting, conference, purchase, sale; (b) its date, time, and place of occurrence; (c) the identity
28 of all persons participating, attending, or observing; (d) a detailed description of the event and

1 what transpired; and (e) the identity of any documents referenced, referred to, relied upon, involved
2 in, or created in connection with the event, including any record made of the event.

3 13. “Identify” with respect to a communication means to give, to the extent known, (a)
4 the name and address of each person who made the communication; (b) the name and address of
5 each person to whom the communication was directed; (c) the date of the communication; (d) the
6 substance of the communication; and (e) the method of communication, e.g., whether by
7 telephone, letter, in person, by email, or through some other means.

8 14. As used in these Requests, the term “2020 Purchase Agreement” shall refer to the
9 Master Purchase Agreement between Plaintiff and BitAccess, Inc. dated January 23, 2020, a copy
10 of which is attached as Exhibit 2 to Plaintiff’s Complaint. ECF No. 1.

11 15. As used in these Requests, “Coin Cloud Operating Software” (“CCOS”) shall refer
12 to the custom cryptocurrency software program developed to operate Plaintiff’s digital currency
13 kiosks as described in Paragraphs 19 and 58 of Complaint filed by the Official Committee of
14 Unsecured Creditors of Cash Cloud Inc., dba Coin Cloud v. McAlary, Case No. 23-10423-mkn,
15 on September 1, 2023 (ECF No. 1161) (the “OCUC Complaint”).

16 16. “Digital Currency Kiosks” or “kiosks” shall refer to the physical ATM-like
17 machines that allow customers to exchange cryptocurrencies for fiat currency or other
18 cryptocurrencies.

19 17. As used in these Requests, the “McEvoy Report” shall refer to the February 28,
20 2025 Loss Quantification Expert Report of Greg McEvoy and supporting exhibits as produced by
21 Plaintiff in its Fourth Supplemental Disclosures on March 3, 2025.

22 18. The terms “and” and “or” shall be construed either conjunctively or disjunctively
23 as necessary to bring within the scope of the request all responses that might otherwise fall outside
24 the scope of each Request.

25 19. The terms “all,” “any,” or “each” encompass any and all of the matter discussed.

26 20. The use of singular form includes plural, and vice versa.

27 21. The use of present tense includes past tense, and vice versa.

INSTRUCTIONS

1
2 1. In responding to these Requests, all designated documents in your possession,
3 custody, or control are to be produced. These include documents in the possession, custody, or
4 control of your attorneys, their investigators, or any third party or parties to whom you have
5 surrendered possession, custody, or control, or who upon your request would surrender possession,
6 custody, or control to you.

7 2. All documents are to be produced as they are kept in the usual course of business
8 with any identifying labels, file markings, or similar identifying features, or shall be organized and
9 labelled to correspond to the categories requested herein. If there are no documents in response to
10 a particular Request or if you withhold any responsive documents or categories of documents
11 based on any objections, you shall state so in writing.

12 3. Electronically stored information (ESI) must be produced in its original native
13 format with its accompanying metadata. For example:

14 (a) documents created using Microsoft Excel must be produced as .XLS,
15 .XLSX, or .CSV files; and

16 (b) e-mails must be produced in a form that readily supports import into
17 standard email client programs or the form of production should adhere to the conventions
18 set out in the internet email standard; and

19 (c) information stored in databases or files that are accessed through
20 information technology systems including, without limitation, accounting systems and
21 customer relationship management systems must be produced in the form of reports
22 indicating the date and time the report was generated, and the search parameters used.

23 4. ESI should be produced on appropriate electronic media of your choosing that does
24 not impose an undue burden or expense upon Defendant and is reasonably structured to allow
25 import into standard document review and litigation support systems. You should decrypt or
26 provide Defendant with passwords to any responsive ESI included in your productions. Should
27 you have any questions regarding acceptable electronic formats, you should contact counsel for
28 Defendant.

1 5. These Requests call for the production of all responsive documents in your
2 possession, custody, or control, or in the possession, custody, or control of your employees,
3 predecessors, successors, parents, subsidiaries, divisions, affiliates, partners, joint venturers,
4 brokers, accountants, financial advisors, representatives, and agents or other persons acting on
5 your behalf, without regard to the physical location of such documents.

6 6. In responding to these Requests, include documents obtained on your behalf by
7 your counsel, employees, agents, or any other persons acting on your behalf. If your response is
8 that the documents are not within your possession or custody, describe in detail the unsuccessful
9 efforts you made to locate each such document. If your response is that documents are not under
10 your control, identify who has the control and the location of the documents.

11 7. If any document was, but no longer is, in your possession, subject to your control
12 or in existence, include a statement:

- 13 (a) identifying the document;
- 14 (b) describing where the document is now;
- 15 (c) identifying who has control of the document;
- 16 (d) describing how the document became lost or destroyed or was transferred;
- 17 and
- 18 (e) identifying each of those persons responsible for or having knowledge of
19 the loss, destruction, or transfer of this document from your possession, custody, or control.

20 8. Each Request contemplates production of all documents in their entirety. If a
21 portion of a document is responsive to one or more Requests, the document shall be produced in
22 its entirety.

23 9. If any document is withheld in whole or in part, for any reason including, without
24 limitation, a claim of privilege or other protection from disclosure such as the work product
25 doctrine or other business confidentiality or trade secret protection, set forth separately with
26 respect to each document:

- 27 (a) the ground of privilege or protection claimed;
- 28 (b) each and every basis under which the document is withheld;

(c) the type of document;

(d) its general subject matter;

(e) the document's date; and

(f) other information sufficient to enable a full assessment of the applicability of the privilege or protection claims, as required by FRCP 26(b)(5), the court's local rules, and the judge's individual practice rules.

10. To the extent you assert that a document contains information that should be protected from disclosure (based on the attorney-client privilege, work product doctrine, or another protection) and non-privileged information, the non-privileged portions of the document must be produced. For each such document, indicate the portion of the document withheld by stamping the words "MATERIAL REDACTED" on the document in an appropriate location that does not obscure the remaining text.

11. If you object to any Request on any ground other than privilege, you must specify:

(a) the part of the Request that is objectionable and respond and allow inspection of materials responsive to the remainder of the Request; and

(b) whether any responsive materials are being withheld on the basis of an objection.

12. If there are no documents in response to any particular Request, you shall state so in writing.

13. To the extent that your response to any of these Requests includes documents that were previously produced by you, you must identify by bates label each previously produced document and the Request to which each bates labelled document is responsive.

14. Unless otherwise stated herein, all documents requested are for the period commencing January 1, 2021 up to and including the date of these Requests.

15. Each Request should be quoted in full immediately preceding the response.

16. If You or Your lawyers find any of these Requests vague, confusing, hard to understand, or want to talk through any issues relating to these Requests, please call Adam P. Schwartz at (813) 229-4336 to resolve or discuss the issue(s). Please do not wait and object

1 **instead of attempting to resolve any issues with a phone call prior to the deadline to respond**
2 **to these Requests.**

3 17. These Requests are continuing, and your response to these Requests must be
4 promptly supplemented when appropriate or necessary in accordance with Federal Rule of Civil
5 Procedure 26(e).

6 **REQUESTS FOR PRODUCTION**

7 49. All recordings, transcriptions, notes, memoranda or other documents reflecting the
8 content of the meetings and discussions between Greg McEvoy or any representatives of Cohen
9 Hamilton Steger and (1) Chris McAlary, (2) Stephanie Baldi, and/or (3) Jim Hall as referenced in
10 Paragraph 13 of the McEvoy Report.

11 50. A listing of all Cash Cloud kiosks from January 1, 2019 to June 9, 2023 with the
12 following detailed information:

- 13 a. Unique Kiosk Identifier;
- 14 b. When added/removed from service over the course of its operation (i.e., first and
15 last date of operations; and, if applicable, detailing any days the kiosk was not
16 operational);
- 17 c. Location of Kiosk (if the Kiosk was moved to various locations through the time
18 period, detail the period it was in each relevant location); and
- 19 d. The software(s) used by each kiosk. If a kiosk was converted from BitAccess
20 (“BA”) software to CCOS, detail the date each respective kiosk was converted.

21 51. All available financial transaction data for Cash Cloud’s kiosks from January 1,
22 2019 to June 9, 2023, including but not limited to:

- 23 a. Date of transaction (day/month/year);
- 24 b. Software platform of transaction (i.e., BA/CCOS);
- 25 c. Unique Transaction ID;
- 26 d. Unique Kiosk Identifier;
- 27 e. Location of Transaction;
- 28 f. Type of Transaction (i.e., buy/sell);

1 g. Transaction Amount (\$USD); and

2 h. Transaction Price (\$USD).

3 52. Annual and quarterly financial statements for Cash Cloud for all years from 2019
4 through 2023.

5 53. Documents and information (i.e. timing, amounts, terms) reflecting all of Cash
6 Cloud's debts and loans (interest bearing and non-interest bearing) from January 1, 2019 to June
7 9, 2023.

8 54. All business plans, forecasts, projections or other similar documents reflecting
9 financial or business projections for Cash Cloud prepared on or prior to August 4, 2022 and
10 underlying support for assumptions where applicable.

11 55. All documents reflecting subsequent updates to the business plans, forecasts,
12 projections, or other similar documents reflecting financial or business projections for Cash Cloud
13 prepared during or after October 2022.

14 56. All investor presentations and marketing materials prepared by Cash Cloud or any
15 third party on behalf of Cash Cloud for all years 2019 through 2023.

16 57. All market studies, customer analysis/trending, competitor analysis, and industry
17 research prepared by Cash Cloud or any agent on behalf of Cash Cloud and relied upon for
18 strategic/planning purposes by Cash Cloud during 2022 and 2023.

19 58. Documents or communications sufficient to show any and all instances in which
20 Cash Cloud failed to pay out customers' withdrawal requests and pay outs taking longer than 1
21 hour from January 1, 2019 to June 9, 2023.

22 59. Any and all documents to support the comment in Paragraph 51(c) of the McEvoy
23 Report that: "We understand kiosks that have been installed for a longer period of time perform
24 better than kiosks installed for a shorter period of time, as the longer a kiosk is active the more
25 time it has to develop a recurring customer base."

26 60. All documents reflecting financial audits of Cash Cloud for the years 2019 through
27 2023 and all supporting documents for those financial audits.
28

1 61. Any and all contracts, statements of work, invoices, or other documents
2 memorializing work performed by TBJ Group, Inc. DBA Survey Studio, Inc. on behalf of or for
3 the benefit of Cash Cloud to convert kiosks to CCOS from January 1, 2021 to June 9, 2023.

4 62. All communications between Cash Cloud and any representative, agent, or
5 employee of TBJ Group, Inc. DBA Survey Studio, Inc. from January 1, 2021 to June 9, 2023.

6 63. All reports, assessments, summaries, audits, or other similar documents, to include
7 any supporting materials, related to any work performed by TBJ Group, Inc. DBA Survey Studio,
8 Inc. on behalf of or for the benefit of Cash Cloud from January 1, 2021 to June 9, 2023.

9 64. Any and all contracts, statements of work, invoices, or other documents
10 memorializing work performed by Lola Tech Limited on behalf of or for the benefit of Cash Cloud
11 to convert kiosks to CCOS from January 1, 2021 to June 9, 2023.

12 65. All communications between Cash Cloud and any representative, agent, or
13 employee of Lola Tech Limited from January 1, 2021 to June 9, 2023.

14 66. All reports, assessments, summaries, audits, or other similar documents, to include
15 any supporting materials, related to any work performed by Lola Tech Limited on behalf of or for
16 the benefit of Cash Cloud from January 1, 2021 to June 9, 2023.

17 67. Any and all contracts, statements of work, invoices or other documents
18 memorializing work performed by any third party on behalf of or for the benefit of Cash Cloud to
19 convert kiosks to CCOS from January 1, 2021 to June 9, 2023.

20 68. All communications between Cash Cloud and any representative, agent, or
21 employee of any third party that performed work on behalf of or for the benefit of Cash Cloud to
22 convert kiosks to CCOS from January 1, 2021 to June 9, 2023.

23 69. All reports, assessments, summaries, audits, or other similar documents, to include
24 any supporting materials, related to any work performed by any third party on behalf of or for the
25 benefit of Cash Cloud to convert kiosks to CCOS from January 1, 2021 to June 9, 2023.

26 70. All communications between Cash Cloud and any representative, agent, or
27 employee of B. Riley Financial, Inc. or B. Riley Securities, Inc. from January 1, 2021 to June 9,
28 2023.

1 71. Any and all contracts, statements of work, invoices, or other documents
2 memorializing work performed by B. Riley Financial, Inc. or B. Riley Securities, Inc. on behalf of
3 or for the benefit of Cash Cloud January 1, 2021 to June 9, 2023.

4 72. All reports, assessments, summaries, audits, or other similar documents, to include
5 any supporting materials, related to any work performed by B. Riley Financial, Inc. or B. Riley
6 Securities, Inc. on behalf of or for the benefit of Cash Cloud from January 1, 2021 to June 9, 2023.

7 73. All communications between Cash Cloud and any representative, agent, or
8 employee of M3 Partners LP from January 1, 2021 to June 9, 2023.

9 74. Any and all contracts, statements of work, invoices, or other documents
10 memorializing work performed by M3 Partners LP on behalf of or for the benefit of Cash Cloud
11 January 1, 2021 to June 9, 2023.

12 75. All reports, assessments, summaries, audits, or other similar documents, to include
13 any supporting materials, related to any work performed by M3 Partners LP on behalf of or for the
14 benefit of Cash Cloud from January 1, 2021 to June 9, 2023.

15 76. All communications between Cash Cloud and any representative, agent, or
16 employee of Sygnia Consulting Ltd. from January 1, 2021 to June 9, 2023.

17 77. Any and all contracts, statements of work, invoices, or other documents
18 memorializing work performed by Sygnia Consulting Ltd. on behalf of or for the benefit of Cash
19 Cloud January 1, 2021 to June 9, 2023.

20 78. All reports, assessments, summaries, audits, or other similar documents, to include
21 any supporting materials, related to any work performed by Sygnia Consulting Ltd. on behalf of
22 or for the benefit of Cash Cloud from January 1, 2021 to June 9, 2023.

23 79. All communications between Cash Cloud and any representative, agent, or
24 employee of Vision IT Consulting, Inc. from January 1, 2020 to June 9, 2023.

25 80. Any and all contracts, statements of work, invoices, or other documents
26 memorializing work performed by Vision IT Consulting, Inc. on behalf of or for the benefit of
27 Cash Cloud January 1, 2020 to June 9, 2023.
28

1 81. All reports, assessments, summaries, audits, or other similar documents, to include
2 any supporting materials, related to any work performed by Vision IT Consulting, Inc. on behalf
3 of or for the benefit of Cash Cloud from January 1, 2020 to June 9, 2023.

4 82. All internal Cash Cloud documents and communications regarding the 2020 Master
5 Purchase Agreement between Plaintiff and BitAccess, Inc.

6 83. All documents and communications between Cash Cloud and any third party
7 regarding the 2020 Master Purchase Agreement between Plaintiff and BitAccess, Inc. dated
8 January 23, 2020.

9 84. All documents and communications between January 1, 2021 and June 9, 2023 by
10 Cash Cloud or any other third party reflecting any comparison of the performance, functionality,
11 operation, security, or revenue generated by BitAccess software with the performance,
12 functionality, operation, security or revenue generated by CCOS.

13 85. Documents sufficient to show the number of Cash Cloud kiosks using BitAccess
14 software and CCOS on the following dates:

- 15 a. August 4, 2022;
- 16 b. August 30, 2022;
- 17 c. September 1, 2022; and
- 18 d. October 4, 2022.

19 86. All documents and communications reflecting Cash Cloud's efforts to remedy
20 security, vulnerability, and operability issues of CCOS between January 1, 2021 and June 9, 2023.

21 87. All documents and communications reflecting Cash Cloud's conversion of kiosks
22 to CCOS after October 4, 2022 and decisions by Cash Cloud not to convert kiosks to CCOS after
23 October 4, 2022.

24 88. Copies of all documents, including any drafts of documents and native copies for
25 Microsoft Excel, .XLS, .XLSX, or .CSV files, that are referenced as attachments or links in the
26 following documents produced by Cash Cloud:

- 27 a. CASH055028;
- 28 b. CASH056516;

1 c. CASH056460;
2 d. CASH056462;
3 e. CASH056464;
4 f. CASH057330;
5 g. CASH069784;
6 h. CASH070596;
7 i. CASH073131;
8 j. CASH075733;
9 k. CASH078205;
10 l. CASH089471;
11 m. CASH089593;
12 n. CASH089765;
13 o. CASH089766;
14 p. CASH089796;
15 q. CASH089843;
16 r. CASH090315;
17 s. CASH090316;
18 t. CASH095080;
19 u. CASH096220;
20 v. CASH096995;
21 w. CASH097871;
22 x. CASH097983;
23 y. CASH098144;
24 z. CASH098424;
25 aa. CASH098431;
26 bb. CASH098536;
27 cc. CASH098753;
28 dd. CASH099663;

1 ee. CASH099679;
2 ff. CASH099694;
3 gg. CASH099758;
4 hh. CASH099779;
5 ii. CASH099780
6 jj. CASH099934;
7 kk. CASH099969;
8 ll. CASH 110110;
9 mm. CASH101142;
10 nn. CASH101143;
11 oo. CASH101278;
12 pp. CASH101284;
13 qq. CASH101543;
14 rr. CASH101559;
15 ss. CASH101655;
16 tt. CASH101747;
17 uu. CASH101763;
18 vv. CASH101766;
19 ww. CASH101940;
20 xx. CASH102091;
21 yy. CASH102917;
22 zz. CASH103014;
23 aaa. CASH103046;
24 bbb. CASH103070;
25 ccc. CASH103079;
26 ddd. CASH103171;
27 eee. CASH103180;
28 fff. CASH103187;

1	ggg.	CASH103232;
2	hhh.	CASH103359;
3	iii.	CASH103580;
4	jjj.	CASH103885;
5	kkk.	CASH104224;
6	lll.	CASH105347;
7	mmm.	CASH109066;
8	nnn.	CASH105410;
9	ooo.	CASH106512;
10	ppp.	CASH107618;
11	qqq.	CASH107793;
12	rrr.	CASH108197;
13	sss.	CASH 108354;
14	ttt.	CASH109154;
15	uuu.	CASH109162;
16	vvv.	CASH109251;
17	www.	CASH109397;
18	xxx.	CASH109417;
19	yyy.	CASH109590;
20	zzz.	CASH109602;
21	aaaa.	CASH109651;
22	bbbb.	CASH109801;
23	cccc.	CASH131028;
24	dddd.	CASH 131122;
25	eeee.	CASH131126;
26	ffff.	CASH 131230;
27	gggg.	CASH131307;
28	hhhh.	CASH 131632;

1	iiii. CASH 131650;
2	jjjj. CASH132146;
3	kkkk. CASH132650;
4	llll. CASH132962;
5	mmmm. CASH132966;
6	nnnn. CASH132970;
7	oooo. CASH133494;
8	pppp. CASH134443;
9	qqqq. CASH134513;
10	rrrr. CASH135227;
11	ssss. CASH135343;
12	tttt. CASH135453;
13	uuuu. CASH135901;
14	vvvv. CASH135906;
15	www. CASH136158;
16	xxxx. CASH136689;
17	yyyy. CASH136890;
18	zzzz. CASH136916;
19	aaaaa. CASH136971;
20	bbbbb. CASH136972;
21	ccccc. CASH137866;
22	ddddd. CASH137878;
23	eeee. CASH138984;
24	fffff. CASH139059;
25	ggggg. CASH139335;
26	hhhhh. CASH139580;
27	iiii. CASH139588;
28	jjjj. CASH139757;

1 kkkkk. CASH139850;

2 lllll. CASH140666;

3 mmmmm. CASH140860.

4 DATED this 11th day of July 2025.

5 CARLTON FIELDS, P.A.

6 /s/ Adam P. Schwartz

7 Adam P. Schwartz, Esq. (Admitted *Pro Hac Vice*)

8 John J. Lamoureux, Esq. (Admitted *Pro Hac Vice*)

9 Erin J. Hoyle, Esq. (Admitted *Pro Hac Vice*)

10 Drew A. Domina, Esq. (Admitted *Pro Hac Vice*)

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13 Tampa, Florida 33607-5780

14 HOWARD & HOWARD ATTORNEYS PLLC

15 Stacy H. Rubin, Esq. (NV Bar No. 9298)

16 3800 Howard Hughes Pkwy, Suite 1000

17 Las Vegas, Nevada 89169

18 *Attorneys for Lux Vending, LLC d/b/a Bitcoin Depot*

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Howard and Howard Attorneys PLLC and that, on the 11th day of July 2025, I caused to be served a true and correct copy of DEFENDANT LUX VENDING, LLC d/b/a BITCOIN DEPOT'S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO PLAINTIFF CASH CLOUD, INC., dba COIN CLOUD in the following manner:

☒ (ELECTRONIC SERVICE) Under the Stipulated Amended Discovery Plan And Scheduling Order filed with the court on December 12, 2023 (ECF No. 62), by emailing a PDF copy of the above-referenced document to the parties listed below:

Plaintiff:

James M. Jimmerson: jmj@jimmersonlawfirm.com
James J. Jimmerson: jimmerson@jimmersonlawfirm.com
Andrew Pastor: aap@jimmersonlawfirm.com
Brett Axelrod: baxelrod@foxrothschild.com

With copy to

Defendant:

Adam Schwartz: aschwartz@carltonfields.com
Erin J. Hoyle: EHoyle@carltonfields.com
Angie Maranto: amaranto@carltonfields.com
John Lamoureux: jlamoureux@carltonfields.com
Drew A. Domina: ddomina@carltonfields.com
Stacy Rubin: shr@h2law.com

/s/ Kelly McGee
An employee of Howard & Howard Attorneys PLLC

EXHIBIT H TO BE SEALED

EXHIBIT I TO BE SEALED

EXHIBIT J
TO BE SEALED

EXHIBIT K



Thursday, August 4th, 2022

Mr. Chris McAlary
9580 W. Sahara Ave Ste 200
Las Vegas, NV
89117

Dear Mr. McAlary,

I am writing to provide you notice that Bitaccess will cease to provide Cash Cloud Inc DBA Coin Cloud ("Coin Cloud") services under the Bitaccess Master Purchase Agreement ("MPA") signed on January 23, 2020.

When our two businesses agreed to work with each other, the Bitcoin ATM industry was nascent and its future uncertain. Throughout that time, Bitaccess has endeavoured to go above and beyond in supporting Coin Cloud's growth. From extending the hours of the SLA, agreeing to significant demands on our engineering team, and even providing a series of loans to Coin Cloud due to your cash flow mismanagement. Unfortunately, and for various reasons, we will no longer continue our relationship.

While our contract remained silent on termination for any reason other than Coin Cloud breaking the law, breaching the agreement or Bitcoin itself being outlawed, it was always understood that either party could terminate the contract at will and without notice. However, we have decided to provide Coin Cloud with **14 days** notice of termination. On August 18th, 2022 at 4 pm EDT, all Coin Cloud kiosks that utilize Bitaccess software will cease to function, access to the Bitaccess Operator Panel will be disabled, and all API keys will be revoked.

Shortly thereafter, Bitaccess will begin the process of permanently deleting all data related to Coin Cloud. Any Bitcoin remaining in the Coin Cloud hot wallet will be transferred to the whitelisted withdrawal address Coin Cloud has configured (38XcaS2EQ42xCbX6TQtNitbdcDtkEseagk).

We note that Coin Cloud has developed its own software and that it has been publicly demonstrating that software to its customers, the industry in general and in its marketing. We wish you luck with that software and hope you achieve success with it.

Sincerely,

Andrew McDonald
COO
Bitaccess Inc.



Bit Access Inc
267 Richmond Road, 3rd Floor, Ottawa, Ontario, Canada
BITACCESS INC: STRICTLY CONFIDENTIAL

<https://bitaccess.co>
+1 844 BIT ACCE
1/1

EXHIBIT L
TO BE SEALED