IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
Archblock LLC, *et al*.,[1]	)	Case No. 26-10152 (CTG)
Debtors.	)	(*Jointly Administered*)

MOTION OF CREDITOR TECHTERYX LTD. FOR THE APPOINTMENT OF A CHAPTER 11 TRUSTEE PURSUANT TO 11 U.S.C. § 1104

Creditor Techteryx Ltd. ("Techteryx" or "Movant"), by and through undersigned counsel, hereby submits this motion (the "Motion") for entry of an order pursuant to 11 U.S.C. § 1104 appointing a Chapter 11 trustee to oversee and act as an independent fiduciary for Archblock and its affiliated debtors (each a "Debtor"; collectively, the "Debtors"). In support of this Motion, Movant relies on the March 30, 2026 Declaration of Li Jinmei ("Li Declaration" or "Li Decl."), filed substantially contemporaneously herewith. Movant respectfully states as follows:

PRELIMINARY STATEMENT

1. This case presents extraordinary circumstances warranting the appointment of a Chapter 11 trustee. Without a trustee, the Debtors will remain under the control of Alex de Lorraine ("ADL"), Archblock's majority equity holder, current Board of Directors Chairman, and former Chief Executive Officer and Chief Operating Officer. Through his control of Archblock and its subsidiary TrueCoin, ADL helped perpetrate a massive, international fraudulent scheme

[1] The Debtors in these Chapter 11 cases, along with the last four digits of their respective tax identification numbers, to the extent applicable, are as follows: (1) Archblock LLC ("Archblock") (5978); (2) TrueCoin LLC ("TrueCoin") (4296); (3) TrustToken, Inc. ("TrustToken") (6585); (4) TrueTrading 1 GP LLC (4483); (5) TrueCoin II, LLC (7229); and (6) Archblock (Cayman) (n/a). The location of the Debtors' service address for purposes of these Chapter 11 cases is: Archblock LLC, PMB1125, 447 Sutter St., Ste 405, San Francisco, CA 94108.

with several co-conspirators, ultimately defrauding Techteryx for the benefit of a corrupt set of foreign purported investment entities, which in turn paid lucrative commissions to the fraud's participants (the "Aria Fraud"). Among other things, the co-conspirators diverted approximately half a billion dollars from the TUSD Reserves (as defined below) to a private company without the knowledge or approval of Techteryx, the owner of the TUSD business. The aftermath of that fraud has resulted in numerous litigations and arbitrations around the world attempting to hold ADL and his co-conspirators accountable, as well as a Securities and Exchange Commission ("SEC") investigation and enforcement action. As a result of ADL's participation in the Aria Fraud, Archblock lost its "primary revenue stream" and faced rising "litigation expenses," making bankruptcy "unavoidable." (Declaration of Michael Bland in Support of Debtors' Chapter 11 Petitions and First Day Motions ("Bland Declaration" or "Bland Decl."), D.I. 6 ¶ 31).

2. A trustee is needed to ensure the integrity of this bankruptcy process. So long as Archblock remains a debtor-in-possession, ADL, as well as members of the Archblock management team that were in place during the Aria Fraud, remain in control of the Debtors. Given that ADL was integrally involved in defrauding Techteryx and other creditors, a management team that is beholden to him—and has collectively taken the position to defend him and TrueCoin in proceedings brought by Techteryx concerning the Aria Fraud—can be neither impartial nor trusted to discharge the fiduciary duties required of debtors-in-possession (including those owed to Techteryx, as one of Archblock's largest unsecured creditors).

3. It is well established under the Bankruptcy Code that appointment of a trustee is mandatory if "cause" exists, including "fraud, dishonesty, incompetence, or gross mismanagement." 11 U.S.C. § 1104(a)(1). A court may also appoint a trustee if it "is in the interests of creditors, any equity security holders, and other interests of the estate." 11 U.S.C.

§ 1104(a)(2). Here, the appointment of a Chapter 11 trustee is appropriate under both standards, as (i) ADL's misconduct—helping a corrupt group steal hundreds of millions of dollars in exchange for lucrative kickbacks—easily meets the standard for "cause" under Section 1104(a)(1), and (ii) ADL's continued influence over the Debtors makes the appointment of a trustee in all parties' best interests under Section 1104(a)(2). Accordingly, this Court should appoint a Chapter 11 trustee to ensure that the interests of the creditors are protected.

JURISDICTION, VENUE, AND STATUTORY BASIS FOR RELIEF

4. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory basis for the relief requested herein is 11 U.S.C. § 1104.

STATEMENT OF FACTS

A. The Parties

5. Archblock is a financial technology company that was formed in 2017. (Bland Decl. ¶ 1). Archblock owns 100% of the equity in TrueCoin and each of the other Debtors. (*Id.* ¶ 11; *see also id.* Ex. A). Archblock, through its subsidiaries, intended to launch several "tokenization" projects, which would allow for digital versions of real-world assets to be custodied and transacted with via online platforms. (*Id.* ¶¶ 1, 3, 4, 19).

6. TrueCoin was formed in December 2017 to launch Archblock's "stablecoin" business. (*Id.* ¶ 3). A "stablecoin" is a cryptographically-secured digital token that maintains a 1:1 value with an underlying fiat currency (such as the U.S. dollar). By 2019, TrueCoin had launched five stablecoins, including a U.S.-dollar-pegged token called TrueUSD ("TUSD"), as well as tokens pegged to the Hong Kong Dollar, Great British Pound, Australian Dollar, and Canadian Dollar. (*Id.*).

7. ADL currently holds a majority of Archblock's equity: approximately 55.96% (8,766,450 units) of the outstanding membership interests. (*Id.* ¶ 13). He currently serves as the Chairman of Archblock's Board of Directors, and was formerly its Chief Executive Officer from June 2023 to December 2024 and Chief Operating Officer from September 2020 to July 2023. (Li Decl. ¶ 5). Accordingly, ADL currently maintains significant—if not total—control over the Debtors and their current management.

8. According to the February 6, 2026 Resolutions of the Governing Body of Archblock LLC, Archblock's management, as of its Chapter 11 filing, consisted of three individuals: Michael Bland ("Bland"), Diana Bushard ("Bushard"), and John Costantini ("Costantini"). (D.I. 1 at 17-20). Bland had worked at Archblock since November 2022, and before that he worked at TrustToken since February 2016; Bushard had worked at Archblock since July 2022; and Costantini had worked at Archblock since August 2018. (Li Decl. ¶ 6). ADL and TrueCoin perpetrated the Aria Fraud between at least March 2020 and July 2023, meaning all three of these managers held executive positions at Archblock during at least a portion of the then-ongoing fraud. Moreover, all three managers served as executives under ADL during his tenure as Chief Executive Officer and Chief Operating Officer; and given ADL's majority stake in Archblock, all three are dominated by and beholden to him.

9. As detailed more fully in the Bland Declaration, due to several factors—not the least of which was ADL's fraudulent conduct and the failures of management—Archblock's various business ventures had failed by early 2025. (Bland Decl. ¶¶ 22 (non-TUSD stablecoins), 25 (tokenization platform), 28 (fundraising initiatives)). Accordingly, at the time the Debtors filed these bankruptcy cases in February 2026, their respective estates had few remaining assets.

10. Techteryx is a private limited liability company incorporated in the British Virgin Islands. (Li Decl. ¶ 1). In December 2020, Techteryx purchased the TUSD business from TrueCoin. (*Id.* ¶ 10). Techteryx is one of Archblock's largest unsecured creditors (D.I. 1 at 14), and is currently engaged in several litigations and arbitrations with the Debtors and other parties in relation to the Aria Fraud (Bland Decl. ¶¶ 40-44).

B. The TUSD Business and its Acquisition by Techteryx

11. In March 2018, TrueCoin launched the TUSD stablecoin business, whereby TrueCoin issued, serviced, and redeemed TUSD. (*See id.* ¶ 3). Marketing TUSD as a stablecoin, TrueCoin represented that each TUSD in circulation would be backed 1:1 with U.S. dollar reserves (the "TUSD Reserves"), which were kept and safeguarded by independent licensed financial institutions, in escrow, and maintained in either U.S. fiat currency or equivalent assets in values at least equal to the amount of outstanding TUSD at any given time. (Li Decl. ¶ 7).

12. TUSD's operations can be summarized as follows:

a. TrueCoin maintained a website through which it marketed the TUSD tokens;

b. after supplying certain information for a required know-your-customer ("KYC") process, users interested in acquiring TUSD could order tokens in exchange for an equivalent amount of U.S. dollars, which would be held in the TUSD Reserves;

c. TrueCoin custodied the TUSD Reserves with certain regulated financial institutions, including trust companies;

d. the quantity of TUSD ordered would be minted on the blockchain and sent to the purchaser; and

e. if TUSD users wished to redeem their tokens, they could do so via the TrueCoin website—redeemed tokens would be "burned" (meaning they would cease to exist),

and an equivalent amount of U.S. dollars from the TUSD Reserves would be returned to the user. (*Id.* ¶ 8).

13. TUSD derived its value from TrueCoin's representation to the public that the TUSD Reserves were safely maintained, which allowed TUSD users to redeem their TUSD for U.S. dollars on demand. Maintaining the requisite liquidity required investing the TUSD Reserves in safe, short- to medium-term investment positions. (*Id.* ¶ 9).

14. As noted, on December 2, 2020, pursuant to a Strategic Alliance Agreement (the "SAA"), Techteryx purchased the TUSD business from TrueCoin, including but not limited to TrueCoin's rights and interests in the TUSD Reserves, for $28 million and additional incentive payments that could be earned over time (the "Acquisition"). (*Id.* ¶ 10).

15. Techteryx and TrueCoin also entered into a Master Services Agreement (the "MSA"), whereby Techteryx engaged TrueCoin to continue managing the day-to-day operations of the TUSD business in exchange for yearly payments that were expected to total several million dollars each year. (*Id.* ¶ 11). Under the MSA, TrueCoin's services included minting and redeeming TUSD, performing KYC and anti-money-laundering checks, staffing a support team, providing infrastructure support, maintaining audit and regulatory compliance services, and managing and maintaining relationships with financial institutions that provide banking services for the TUSD Reserves. (*Id.* at Exhibit F). Furthermore, under the MSA, ADL was designated as the primary relationship manager between TrueCoin and Techteryx; subsequently, as reflected in a Techteryx board resolution, ADL was authorized to execute decisions for investing the TUSD Reserves in the approved investment products. (*Id.* ¶ 12). The MSA also designated John Costantini—one of Archblock's three managers—as a "back-up" relationship manager. (*Id.*).

C. TrueCoin Invested the TUSD Reserves in Illiquid, Speculative Investments

16. Before Techteryx's December 2020 Acquisition, in or around May 2019, TrueCoin engaged Legacy Trust Company Ltd. ("Legacy") to provide escrow services for the TUSD Reserves, and in or around March 2020, Legacy engaged Crossbridge Capital Asia Pte Ltd. ("Crossbridge") to provide investment management services for the TUSD Reserves. (*Id.* ¶ 13).

17. Thereafter, Legacy and Crossbridge recommended to TrueCoin, in a March 31, 2020 investment proposal, that a significant portion of the TUSD Reserves be invested in a Cayman Islands trade finance fund called Aria Commodity Finance Fund ("Aria CFF"). Techteryx has come to learn through an investigation and other proceedings that Aria CFF invested in medium- to long-term illiquid products—rather than short- to medium-term liquid assets. (*Id.* ¶ 14). Even though TrueCoin knew, or should have known, that these investments were not suitable to maintain TUSD's liquidity, between July 2020 and December 2020, TrueCoin approved directing at least $97 million of the TUSD Reserves—approximately one-third of the total TUSD Reserves as of the closing of the Acquisition—to Aria CFF for purported investment. (*Id.*). TrueCoin nonetheless represented in the SAA that it had "established escrow accounts with third-party banks and licensed trust companies for the benefit of TUSD token holders . . . that have maintained, at all times, sufficient (at least 1:1) U.S. dollar reserves for all TUSD." (*Id.*, Ex. E § 3.15). Upon the Acquisition, all of TrueCoin's rights, title, and interest in and to the TUSD Reserves passed to Techteryx, along with the rest of the TUSD business. (Li Decl. ¶ 14).

18. Aria CFF is a Cayman incorporated mutual fund registered and regulated by the Cayman Island Monetary Authority. (*Id.* ¶¶ 14, 20). Its management shares are owned by Aria Capital Management Ltd., a Cayman entity wholly owned by Matthew William Brittain ("Brittain"). (*Id.* ¶ 15). Aria CFF is part of a corrupt global network of more than 20 "Aria" entities (the "Aria Entities") that are all owned and/or controlled by Brittain. (*Id.*). As described

below, Brittain did not maintain corporate formalities among the Aria Entities, and misappropriated funds from the Aria Entities' investors to support his fraudulent scheme.

19. Despite having invested a significant portion of the TUSD Reserves in Aria CFF—which TrueCoin knew, or should have known, did not consist of cash or cash equivalents—TrueCoin continued to falsely maintain that TUSD tokens were safely backed with U.S. dollar reserves. (*Id.* ¶ 16). TrueCoin repeatedly made these misrepresentations to Techteryx and its agents and advisors, leading up to, and through, the Acquisition. (*Id.*). These misrepresentations were also repeatedly shared with the public via TrueCoin's publications and TrueCoin's Terms of Use on the TrueUSD website. (*Id.*).

20. In truth, and unbeknownst to Techteryx, the TUSD business had been underfunded and imperiled beginning at least six months before Techteryx acquired the business. If not for TrueCoin's repeated misrepresentations about the sufficiency of TUSD Reserves, Techteryx would not have moved forward with the Acquisition. (*Id.* ¶ 17).

21. Around the time of the Acquisition, on TrueCoin's recommendation, Techteryx appointed First Digital Trust Ltd. ("FDT") to replace Legacy, and FDT in turn appointed Finaport Pte Ltd. ("Finaport") to replace Crossbridge, to provide escrow and investment management services, respectively. (*Id.* ¶ 18). Despite the change in entities, the same individuals remained in charge—Legacy's CEO and director (Vincent Chok ("Chok")) was also the CEO and director of FDT, Crossbridge's CEO and partner (Yai Sukonthabhund ("Sukonthabhund")) joined Finaport as a partner, and ADL continued to execute instructions for investing the TUSD Reserves as the primary representative of TrueCoin. (*Id.*). As such, the same individuals who recommended investing $97 million of the TUSD Reserves with Aria CFF (ADL, Chok, and Sukonthabhund) continued managing the TUSD Reserves after the Acquisition. (*See id.* ¶¶ 18-19).

22. Aria CFF created offering and marketing materials, which included an April 2020 Fact Sheet and June 2019 and May 2020 Private Placement Memoranda, all of which featured numerous material misrepresentations. (*Id.* ¶ 20). Among other things, those materials falsely claimed that (1) the June 2019 Private Placement Memorandum falsely described Aria CFF as registered with the Cayman Islands Monetary Authority ("CIMA"), which did not in fact take place until July 2020; and the materials otherwise falsely claimed that (2) Aria CFF would invest at least 80% of its net assets in trade finance and the remaining 20% in other fixed income securities and money market instruments; (3) the average duration of the contracts underlying Aria CFF's trade finance investments was 42 days; (4) all of the fund's transactions would be insured by A-rated institutions; and (5) Aria CFF would file audited accounts with CIMA annually. (*Id.*). Contrary to these misrepresentations, Aria CFF invested in illiquid medium- to long-term investments, which would not provide sufficient liquidity for the TUSD business to cover token redemptions.

23. ADL, Chok, and Sukonthabhund also made numerous material misrepresentations about Aria CFF, including the following:

a. On February 4, 2021, Chok fraudulently misrepresented that Aria CFF invests in interest-bearing products with minimum fluctuations in value that could be redeemed on a quarterly basis, and that Aria CFF's insurance coverage provided a high level of safety;

b. On February 8, 2021, Sukonthabhund fraudulently misrepresented that Aria CFF's investments were insured;

c. On July 9, 2021, ADL fraudulently misrepresented that Aria CFF's investments would have a duration of 60 to 90 days; and

d. On February 25, 2022—in response to a query about whether Aria CFF was a risky investment—ADL fraudulently misrepresented that Aria CFF's investments were triple-insured and invested in trade finance, and that Techteryx could redeem its investments within 90 days. (*Id.* ¶ 21).

24. As Judge Michael Black, King's Counsel, wrote in a decision in a Dubai International Financial Centre ("DIFC") court proceeding related to this fraud, "Aria [CFF] was stating, and [ADL] was repeating, that [Aria CFF's] strategy was to invest in short-term asset-backed, insurance-backed, independently verified commodity trade finance transaction[s] with large institutions." (*Id.* ¶ 22). "There was no suggestion that [Aria CFF] was providing long term project finance to related entities." (*Id.*).

25. A total of $468 million of TUSD Reserves was ultimately allocated for placement with Aria CFF. (*Id.* ¶ 23). But instead of directing these investments into Aria CFF (the approval for which was procured through fraudulent misrepresentations), ADL, Chok, and Sukonthabhund, with the aid of Brittain, instead diverted $456 million of TUSD Reserves to another entity—***Aria Commodities DMCC*** ("Aria DMCC"). (*Id.*). Aria DMCC is a Dubai private company that was wholly owned during the relevant period by Cecilia Brittain—Matthew Brittain's wife, a school teacher with no financial background or experience. (*See id.*).

26. At the time of the Aria DMCC investments, Techteryx neither approved nor knew about the diversion. (*Id.*). In fact, Brittain has admitted under oath in the DIFC court proceeding that $456 million worth of the TUSD Reserves were misappropriated and transferred to Aria DMCC. (*Id.* ¶ 24). Among other things, Brittain has stated that in order to receive secret kickbacks

more efficiently, FDT intentionally sent the TUSD Reserves to Aria DMCC,[2] and that in December 2022, Brittain, Chok, Aria CFF, Aria DMCC, and FDT fabricated subscription and fund documents with the assistance of the fund administrator to conceal their fraudulent conduct—thus making it appear to Techteryx that FDT had invested the TUSD Reserves in Aria CFF. (*Id.*).

27. In the DIFC proceedings, Aria DMCC was ordered to explain the onward disbursement of the $456 million of TUSD Reserves. Without providing valid supporting evidence, Aria DMCC explained that the funds were transferred to support long-term, illiquid assets such as: (1) coal mines in Tanzania; (2) wind- and solar-related assets in Australia; (3) interests in a bitumen storage terminal; (4) grain silos in Latvia; (5) grain reserves in Western Australia; (6) a waste-lead battery plant in Tanzania; and (7) a deep-water port and storage facility in Australia. Judge Michael Black found the evidence proffered by Aria DMCC as to the alleged ownership and valuation of many such assets doubtful. (*Id.* ¶ 25).

28. Techteryx was unaware that $456 million of the TUSD Reserves had been diverted to a different Aria entity—*i.e.*, Aria DMCC instead of Aria CFF—until years later, and only after hiring a forensic financial investigation firm to trace the fraud's proceeds. (*Id.* ¶ 26).

D. The Aria Entities Are Unable, or Unwilling, to Return the Misappropriated TUSD Reserves

29. In mid-2022—still unaware that approximately half a billion dollars from the TUSD Reserves had been unlawfully misdirected to Aria DMCC—Techteryx sought to redeem certain of its purported investments in Aria CFF. But Aria CFF's repayments were delayed, or

[2] Notwithstanding this claim, Chok separately testified under oath in a Hong Kong court proceeding related to this fraud that the decision to direct the TUSD Reserves to Aria DMCC was made by Aria CFF, not FDT. The inconsistency between Brittain's and Chok's explanations—both of which were made under oath—suggests that at least one, and possibly both, were lying about the decision to divert the TUSD Reserves to Aria DMCC.

paid only in part: between October 2022 and May 2023, out of promised redemptions totaling $82.8 million, Aria CFF returned only $63.15 million. (*Id.* ¶ 27).

30. ADL, Chok, Sukonthabhund, and Brittain tried to explain these delays and underpayments away by insisting that Aria CFF was a safe and liquid investment. (*Id.* ¶ 28). For example, during an October 21, 2022 call that included ADL, Chok, and Sukonthabhund, Brittain falsely claimed that Aria CFF was fully collateralized, was insured by AIG and Liberty Mutual, and faced no liquidity concerns. (*Id.*). And on November 24, 2022, Techteryx's agents and advisors attended an in-person meeting at Aria CFF's offices in Dubai, during which ADL, Brittain, and Chok continued to insist that Aria CFF was liquid, and blamed the delayed redemption payments on Aria CFF sharing the name "Aria" with entities on terrorist financing lists, which supposedly caused banks to delay payment. (*Id.*).

31. In May 2023, October 2023, and February 2024, Techteryx made further redemption requests, collectively seeking the return of the net investment amount thought to be remaining with Aria CFF—$501.85 million. Those requests remain unpaid. (*Id.* ¶ 29).

32. In around April 2023, Techteryx engaged a forensic financial investigation firm to investigate the Aria Entities and the misappropriation of the TUSD Reserves. (*Id.* ¶ 30). That investigation revealed that the TUSD Reserves had not been invested in liquid, insured, short- to medium-term investments as ADL and his co-conspirators had repeatedly represented to Techteryx, but were instead invested in illiquid, uninsured, medium- to long-term investments or commodities, or were otherwise misappropriated. (*Id.*).

E. TrueCoin Profited from the Fraudulent Scheme

33. The misconduct of ADL and his co-conspirators goes well beyond mere professional incompetence or gross negligence. Rather, ADL was a direct participant in nearly all

aspects of the fraudulent scheme, and, upon information and belief, was compensated handsomely for his role.

34. With the help of a forensic financial investigation firm, Techteryx has learned that FDT and Finaport engaged in the fraudulent scheme because Brittain made so-called "commission" payments to them for directing the TUSD Reserves to the Aria Entities. (*Id.* ¶ 31).

35. Indeed, as noted, Brittain has admitted under oath that FDT diverted $456 million of the TUSD Reserves to Aria DMCC to allow Brittain to more easily send secret "commissions" though a Hong Kong incorporated entity called Glass Door Limited ("Glass Door"), which was related to FDT/Legacy, and is operated by Sukonthabhund. (*Id.*). Brittain has also confirmed—again under oath—that the misdirection of the TUSD Reserves to Aria DMCC netted Glass Door commissions of at least $15.5 million. (*Id.*).

36. Upon information and belief, Glass Door, FDT, and/or Legacy then shared those commissions with others, including but not necessarily limited to TrueCoin, pursuant to a Partner Agreement under which TrueCoin agreed to refer business to Legacy (FDT's predecessor, which is also run by Chok) and to assist Legacy in retaining such business. (*Id.*). These substantial commissions undoubtedly exceeded any incentive payments that TrueCoin would have received had the TUSD Reserves been invested as directed.

F. The SEC Prosecuted TrueCoin for its Misrepresentations

37. Many of the allegations in this Motion are supported by the SEC's investigation and prosecution of Debtors TrueCoin and TrustToken.

38. In September 2024, the SEC filed a complaint (the "SEC Complaint") against TrueCoin and TrustToken in the United States District Court for the Northern District of California alleging, in part, that those companies made false statements to the public regarding the liquidity

of the TUSD Reserves. *See* Complaint, *SEC* v. *TrueCoin LLC and TrustToken, Inc.*, Case No. 24 Civ. 6684, D.I. 1 (N.D. Cal. Sept. 24, 2024).

39. According to the SEC Complaint, the SEC's investigation revealed that:

a. "[B]ased on a recommendation from their investment adviser, and in order to earn a return for themselves from the proceeds of TUSD sales, [TrueCoin] had invested a substantial portion of the assets purportedly backing TUSD . . . in a speculative and risky offshore commodity fund [*i.e.*, Aria CFF]."[3] (*Id.* ¶ 2).

b. "TrueCoin significantly increased the amount of TUSD reserves invested in the increasingly risky [Aria CFF] . . . ." (*Id.* ¶ 3).

c. "[TrueCoin] falsely stated: (1) that TUSD was backed '1:1' with U.S. dollars, when [it] knew or should have known that a substantial portion of the TUSD outstanding was invested in the illiquid and risky [Aria CFF]; and (2) that TUSD was fully collateralized, when [it] knew or should have known that a substantial portion of the TUSD reserves were at risk because of redemption issues at [Aria CFF]." (*Id.* ¶ 46).

d. "[I]ndividuals at . . . TrueCoin knew or should have known that (i) the [Aria CFF] investment was not highly liquid, and (ii) by the fall of 2022, due to liquidity issues with [Aria CFF] and delays with redemption requests, the [Aria CFF] investment was not readily convertible to known amounts of cash. . . . Indeed, [ADL] w[as]

[3] Although Aria CFF is not mentioned by name in the SEC Complaint, based on Techteryx's knowledge of these investments, it is apparent that Aria CFF is the entity being referenced.

aware of the liquidity issues and problems with redemptions at [Aria CFF] . . . ."[4] (*Id.* ¶¶ 66-67).

40. This SEC matter was resolved in September 2024 through consent orders entered by TrueCoin and TrustToken, both of which were executed by ADL.

G. TrueCoin Similarly Defrauded Other Creditors

41. On October 17, 2025, Celsius Network Limited ("Celsius"), another one of Archblock's largest unsecured creditors (D.I. 1 at 14), filed a complaint (the "Celsius Complaint") against Archblock, TrueCoin, and TrustToken in the United States District Court for the Northern District of California, alleging claims for fraud, conversion, and breach of fiduciary duty, among others. *See* Complaint, *Celsius Network Ltd.* v. *Archblock, Inc., et al.*, Case No. 25 Civ. 8966, D.I. 1 (N.D. Cal. Oct. 17, 2025). Specifically, the Celsius Complaint alleges that TrueCoin misrepresented that the foreign-currency reserves backing several of its stablecoins were invested in cash, cash equivalents, or short-term securities, when in fact TrueCoin and FDT had knowingly or recklessly invested those reserves in a risky fund.[5] (*Id.* ¶¶ 40-44). This pattern of misconduct mirrors precisely what happened with the TUSD Reserves.

H. TrueCoin and ADL's Actions Caused this Bankruptcy

42. The Debtors' bankruptcy filing was the direct and proximate result of the Aria Fraud.

[4] Techteryx has obtained liquidity support to ensure that all TUSD in public circulation can be redeemed.

[5] Although the Aria Entities are never mentioned by name in the Celsius Complaint, the Bland Declaration seemingly confirms that the funds at issue in that litigation were, in fact, invested in the Aria Entities. (*See* Bland Decl. ¶ 18 ("TrueCoin invested approximately £10,000,000 GBP, $5,000,000 CAD, and $15,000,000 AUD in the Aria Fund from the currencies underlying other Stablecoins.")).

43. As detailed above, TrueCoin stood to receive significant payments as a result of the sale of the TUSD business to Techteryx: (i) under the SAA, in addition to the $28 million purchase price, TrueCoin would earn revenue sharing and incentive payments tied to TUSD reaching certain milestones; and (ii) under the MSA, TrueCoin would be paid several million dollars per year for continuing to service the TUSD business. These payments were "expected to provide a stable and predictable revenue stream to fund the continued development of [Archblock's] original tokenization platform." (Bland Decl. ¶ 17).

44. As Archblock's other business ventures struggled, "Archblock became almost entirely reliant on revenue generated under the TUSD services agreement with Techteryx." (*Id.* ¶ 22).

45. However, in July 2023, shortly after discovering the Aria Fraud, Techteryx severed all ties with TrueCoin and ceased all payments under the SAA and MSA. The termination of this relationship was a natural and predictable consequence of ADL, TrueCoin, and their co-conspirators having defrauded Techteryx out of more than half a billion dollars. The loss of continued payments from Techteryx "effectively cut[] off Archblock's primary revenue source." (*Id.* ¶ 25).

46. In addition to losing this revenue, the Aria Fraud also caused the Debtors to become involved in several costly litigations and arbitrations. (*See id.* ¶¶ 39 (arbitration with FDT), 40 (arbitration with Techteryx), 41-44 (litigations with Techteryx); *see also id.* ¶¶ 35-37 (litigation with Celsius)).

47. A combination of the "loss of its primary revenue stream" and increasing "litigation expenses" made these bankruptcy cases "unavoidable." (*Id.* ¶ 31 (describing the key factors

causing the bankruptcy)). Simply put, TrueCoin and ADL's involvement in the Aria Fraud drove the Debtors into bankruptcy.

ARGUMENT

I. APPOINTING A TRUSTEE IS WARRANTED UNDER SECTION 1104

48. Section 1104(a) of the Bankruptcy Code provides that at any time after the commencement of a Chapter 11 case but before confirmation of a plan, a bankruptcy court shall order the appointment of a trustee:

> (1) for cause, including fraud, dishonesty, incompetence, or gross mismanagement of the affairs of the debtor by current management, either before or after the commencement of the case or similar cause, but not including the number of holders of securities of the debtor or the amount of assets or liabilities of the debtor; or
>
> (2) if such appointment is in the interests of creditors, any equity security holders and other interests of the estate, without regard to the number of holders of the securities of the debtor or the amount of assets or liabilities of the debtor.

11 U.S.C. § 1104(a).

49. The moving party has the burden of showing by "clear and convincing evidence" that the appointment of a trustee is warranted. *See In re Marvel Ent. Grp.*, 140 F.3d 463, 471 (3d Cir. 1998); *In re Sharon Steel Corp.*, 871 F.2d 1217, 1226 (3d Cir. 1989). "Nevertheless in the appropriate case, the appointment of a trustee is a power which is critical for the Court to exercise in order to preserve the integrity of the bankruptcy process and to insure that the interests of creditors are served." *In re SunCruz Casinos, LLC*, 298 B.R. 821, 828 (Bankr. S.D. Fla. 2003). Techteryx can easily meet its burden in this case, and intends to further substantiate its allegations by conducting discovery into the Debtors and other participants in the Aria Fraud.

A. Appointment of a Trustee Is Required Under Section 1104(a)(1)

50. Under Section 1104(a)(1) of the Bankruptcy Code, the appointment of a trustee is mandatory upon a showing of "cause." *See In re Sharon*, 871 F.2d at 1226. "Cause" includes

"fraud, dishonesty, incompetence, or gross mismanagement of the affairs of the debtor." 11 U.S.C. § 1104(a)(1). In addition, the Court may consider both prepetition and postpetition misconduct of a debtor's management when assessing whether "cause" exists. *Id.*

51. Here, ADL's participation in the Aria Fraud demonstrates ample "cause" to appoint a trustee.

52. The evidence of fraud and mismanagement in this case is overwhelming. As detailed above, ADL committed numerous wrongful acts through his control of TrueCoin. Each of those acts standing alone would supply "cause" to appoint a trustee. Specifically, ADL:

a. invested the TUSD Reserves in Aria CFF—an illiquid, speculative fund—which he knew, or should have known, was not suitable for stablecoin redemptions;

b. repeatedly misrepresented the liquidity of the TUSD Reserves to the public;

c. fraudulently induced Techteryx to purchase the TUSD business by making those same misrepresentations about the liquidity of the TUSD Reserves;

d. made persistent misrepresentations to Techteryx's agents and advisors about the safety of investing in Aria CFF;

e. failed to disclose to Techteryx that its investments were diverted to Aria DMCC;

f. accepted kickbacks for the aforementioned illegal conduct; and

g. jeopardized the Debtors' main stream of revenue—the contractual payments from Techteryx—by conspiring with Brittain, Chok, and Sukonthabhund (and the various entities they controlled) to defraud Techteryx.

53. Moreover, as described above, the Debtors are still controlled by ADL and managers that were part of Archblock while the Aria Fraud was ongoing. Archblock owns 100% of each of the subsidiary Debtors. ADL owns a majority of the equity in Archblock and is currently

the Chairman of its Board of Directors. And Bland, Bushard, and Costantini all served as executives under ADL during his tenure as Chief Executive Officer and Chief Operating Officer. As such, ADL would undoubtedly be able to influence the Debtors' actions in these bankruptcy proceedings.

54. A Chapter 11 trustee therefore must be appointed in these cases to prevent any further misconduct by ADL or any of the Debtors he controls.

B. Appointing a Trustee Is in the Best Interests of the Parties Under Section 1104(a)(2)

55. In addition, the Court may appoint a trustee under Section 1104(a)(2) if "such appointment is in the interests of creditors, any equity security holders, and other interests of the estate." 11 U.S.C. § 1104(a)(2). Section 1104(a)(2) creates a flexible standard that provides the court with discretion to appoint a trustee when doing so would best serve the parties' interests. *See In re Sharon*, 871 F.2d at 1226 ("Subsection (a)(2) allows appointment of a trustee even when no 'cause' exists.").

56. A Chapter 11 debtor owes fiduciary duties to its estate, including obligations "to protect and conserve property in its possession for the benefit of creditors" and "[to refrain] from acting in a manner which could damage the estate, or hinder a successful reorganization of the business." *In re Ionosphere Clubs, Inc.*, 113 B.R. 164, 169 (Bankr. S.D.N.Y. 1990) (citations and quotations omitted); *see also In re Marvel Ent. Grp.*, 140 F.3d at 474 ("When the chapter 11 petition was filed in this case, the debtor-in-possession assumed the same fiduciary duties as would an appointed trustee."). "Indeed, the willingness of courts to leave debtors in possession is premised upon an assurance that the officers and managing employees can be depended upon to carry out the fiduciary responsibilities of a trustee." *Commodity Futures Trading Comm'n* v. *Weintraub*, 471 U.S. 343, 355 (1985) (citations and quotations omitted); *see also In re Ionosphere*

Clubs, Inc., 113 B.R. at 168 (courts may consider (i) "the trustworthiness of the debtor;" (ii) "the debtor in possession's past and present performance and prospects for the debtor's rehabilitation;" (iii) "the confidence—or lack thereof—of the business community and of creditors in present management;" and (iv) "the benefits derived by the appointment of a trustee, balanced against the cost of the appointment").

57. Here, where ADL maintains control of the Debtors, it strains credulity that the Debtors' management could discharge their fiduciary duties in favor of creditors should Archblock remain debtor-in-possession. Specifically, as described above, the Debtors' business ventures have failed largely because of their fraudulent misconduct, and the estates have few current assets. However, one of the principal assets available for recovery is likely to be litigation claims against the individuals and/or entities responsible for diminishing the value of the Debtors and causing, in whole or in part, the downfall of the Debtors.[6] One such party the Debtors' estates certainly should pursue claims against is ADL, in relation to, among other things, the Aria Fraud and the damage the fraud caused to the Debtors—including seeking to recover from the significant commission payments ADL likely received from his co-conspirators. This naturally creates a conflict of interest for ADL and the Debtors' other management, whereas a Chapter 11 trustee would be able to freely investigate and pursue these claims if available. *See, e.g., In re PRS Ins. Grp., Inc.*, 274 B.R. 381, 389 (Bankr. D. Del. 2001) ("Since the causes of action against insiders is such a significant asset of this estate . . . , we conclude that the appointment of a trustee to pursue those actions is warranted and in the best interests of creditors."); *In re Microwave Prods. of Am., Inc.*,

[6] *See* 11 U.S.C. § 541(1) ("property of the estate" includes "all legal or equitable interests of the debtor in property as of the commencement of the case"); *see also Hays & Co.* v. *Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 885 F.2d 1149, 1154 n.7 (3d Cir. 1989) (noting Section 541 defines property of the estate as including "all legal and equitable interests of the debtor").

102 B.R. 666, 676 (Bankr. W.D. Tenn. 1989) (appointing Chapter 11 trustee where the debtor was "not in a strong posture to pursue possible claims" due to conflicts of interest and fraudulent transfers, and "a trustee would likely be able to investigate claims that could result in additional sums of money coming into the estate"); *see also In re Bowman*, 181 B.R. 836, 845 (Bankr. D. Md. 1995) ("The presence of a conflict on the facts of this case compels the court to remove a debtor-in-possession from administration of the case. The inability to fulfill fiduciary duties of a debtor-in-possession is itself cause to appoint a trustee.").

58. The appointment of a Chapter 11 trustee would therefore be in the best interest of all parties by (i) ensuring that the rights of creditors are protected; and (ii) giving the estates the best possible chance of maximizing their recovery.

CONCLUSION

WHEREFORE, Movant respectfully requests that the Court enter the proposed Order attached hereto as **Exhibit 1**, appointing a Chapter 11 trustee pursuant to 11 U.S.C. § 1104, and granting such other and further relief as is just and proper.

Dated: March 30, 2026

Wilmington, Delaware

/s/ Gregory Strong

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Counsel for Movant Techteryx Ltd.

Exhibit 1

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
Archblock LLC, *et al*.,[1]	)	Case No. 26-10152 (CTG)
Debtors.	)	(*Jointly Administered*)

[PROPOSED] ORDER GRANTING MOTION OF CREDITOR TECHTERYX LTD. FOR THE APPOINTMENT OF A CHAPTER 11 TRUSTEE PURSUANT TO 11 U.S.C. § 1104

Upon the *Motion of Creditor Techteryx Ltd. for the Appointment of a Chapter 11 Trustee Pursuant to 11 U.S.C. § 1104* (the "Motion"); and the Court having jurisdiction to consider the Motion and relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334(b); and due and proper notice of the Motion having been provided to: (a) the U.S. Trustee, (b) counsel to the Debtors; and (c) any parties having filed requests for notices in these cases, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion, the Declaration of Li Jinmei submitted in support thereof, and any responses to the Motion; [and a hearing having been held on the Motion on _____, 2026;] and the Court having determined that the relief sought in the Motion is warranted under 11 U.S.C. § 1104; and after due deliberation and for good and sufficient cause appearing, it is hereby:

ORDERED that the Motion is GRANTED as set forth herein; and it is further

ORDERED that the United States Trustee is directed to, upon consultation with Techteryx

[1] The Debtors in these Chapter 11 cases, along with the last four digits of their respective tax identification numbers, to the extent applicable, are as follows: (1) Archblock LLC (5978); (2) TrueCoin LLC (4296); (3) TrustToken, Inc. (6585); (4) TrueTrading 1 GP LLC (4483); (5) TrueCoin II, LLC (7229); and (6) Archblock (Cayman) (n/a). The location of the Debtors' service address for purposes of these Chapter 11 cases is: Archblock LLC, PMB1125, 447 Sutter St., Ste 405, San Francisco, CA 94108.

Ltd. and other creditors, appoint a Chapter 11 trustee in these cases, subject to any party's right to request the election of a different Chapter 11 trustee within 30 days of entry of this Order in accordance with 11 U.S.C. § 1104(b); and it is further

ORDERED that this Order shall be immediately effective upon its entry; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or relating to this Order.