

GREENBERG TRAURIG, LLP

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Counsel for the Official Committee of Unsecured Creditors

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH**

In re:

POWER BLOCK COIN, LLC,

Debtor.

Case No. 24-bk-23041

Chapter 11

Judge Cathleen D. Parker

NOTICE OF SUBPOENAS

NOTICE IS HEREBY GIVEN that the Official Committee of Unsecured Creditors (the “Committee”) will issue subpoenas to: Blue Castle Holdings, Inc.; B2C2 USA, Inc.; Bitgo Prime, LLC; Circle Internet Financial; Coinbase, Inc.; Fireblocks Inc. aka Fireblocks Ltd; and Gold Standard Corporation AG c/o AlixPartners.

NOTICE IS FURTHER GIVEN that pursuant to the Subpoenas attached hereto as Exhibit 1, Exhibit 2, Exhibit 3, Exhibit 4, Exhibit 5, Exhibit 6, and Exhibit 7 (each individually, a “Subpoena”), the parties receiving a Subpoena are to produce to the Committee for inspection and copying to the respective law offices of Greenberg Traurig, LLP, Attn: Abigail Stone,

on or before October 24, 2025, at 4:30 p.m. (Mountain Time), all records and documents identified on the applicable Subpoena attached hereto.

DATED this 6th day of October 2025.

GREENBERG TRAURIG, LLP

/s / Abigail J. Stone

Annette W. Jarvis
Michael F. Thomson
Carson Heninger
Abigail J. Stone

*Counsel for the Official Committee of
Unsecured Creditors*

CERTIFICATE OF SERVICE – BY NOTICE OF ELECTRONIC FILING (CM/ECF)

I hereby certify that on this 6th day of October, 2025, I electronically filed the foregoing **NOTICE OF SUBPOENAS** with the United States Bankruptcy Court for the District of Utah by using the CM/ECF system. I further certify that the parties of record in this case, as identified below, are registered CM/ECF users and will be served through the CM/ECF system.

- James W. Anderson jwa@clydesnow.com, gmortensen@clydesnow.com
- Laura Elizabeth Baccash laura.baccash@whitecase.com, mco@whitecase.com
- Mark D. Bloom mark.bloom@bakermckenzie.com
- Simeon J Brown sbrown@parsonsbehle.com
- Matthew James Burne matthew.burne@usdoj.gov,
James.Gee@usdoj.gov;Lindsey.Huston@usdoj.gov;Rinehart.Peshell@usdoj.gov;Rachell
e.D.Hughes@usdoj.gov;Brittany.Dewitt@usdoj.gov
- Deborah Rae Chandler dchandler@aklawfirm.com
- Carson Heninger heninger@gtlaw.com, carson-heninger-
5642@ecf.pacerpro.com,Candy.Long@gtlaw.com
- Samuel P. Hershey sam.hershey@whitecase.com, mco@whitecase.com
- Annette W. Jarvis jarvisa@gtlaw.com, longca@gtlaw.com
- Michael R. Johnson mjohnson@rqn.com,
docket@rqn.com;ASanchez@rqn.com;RQN@ecfalerts.com
- Peter J. Kuhn Peter.J.Kuhn@usdoj.gov,
James.Gee@usdoj.gov;Lindsey.Huston@usdoj.gov;Rinehart.Peshell@usdoj.gov;Rachell
e.D.Hughes@usdoj.gov;Brittany.Dewitt@usdoj.gov
- Joli A. Lofstedt joli@jaltrustee.com,
ecf.alert+LofstedtUTB@titlexi.com,brenda@jaltrustee.com
- Artur Machalski artur.machalski@gmail.com
- Elliott D. McGill emcgill@parsonsbehle.com
- Darren B. Neilson dneilson@parsonsbehle.com
- Christopher L. Perkins cperkins@eckertseamans.com
- Gregory F. Pesce gregory.pesce@whitecase.com, mco@whitecase.com
- Walter A Romney war@clydesnow.com, gmortensen@clydesnow.com
- Brian M. Rothschild brothschild@parsonsbehle.com,
ecf@parsonsbehle.com;docket@parsonsbehle.com
- Jeffrey Weston Shields jshields@rqn.com,
5962725420@filings.docketbird.com;docket@rqn.com;ecasaday@rqn.com
- Abigail Jennifer Stone abigail.stone@gtlaw.com
- Landon S. Troester lst@clydesnow.com, rcondos@clydesnow.com
- United States Trustee USTPRegion19.SK.ECF@usdoj.gov
- Melinda Willden tr melinda.willden@usdoj.gov,
James.Gee@usdoj.gov;Lindsey.Huston@usdoj.gov;Rinehart.Peshell@usdoj.gov;Rachell
e.D.Hughes@usdoj.gov;Brittany.Dewitt@usdoj.gov

CERTIFICATE OF SERVICE – MAIL, OTHER

I further certify that on this 6th day of October 2025, I caused to be served a true and correct copy of the foregoing as follows:

Mail Service – By regular first-class United States Mail, postage fully pre-paid, addressed to:

Nikita Ash
1221 Avenue of the Americas
New York, NY 10020-1095

CFO Solutions, LLC dba Amplo
13601 W McMillan Rd
#102 PMB 320
Boise, ID 83713

Alexander S Chang
201 S. Main St Ste 1800
Salt Lake City, UT 84111

Kyle Ferrier
300 South Biscayne Blvd.
Suite 4900
Miami, FL 33131

Nicholas Kennedy
1900 N. Pearl Street
Suite 1500
Dallas, TX 75201

Colonel Michael D. Brewer
8901 Beauchamp Dr
Alexandria, VA 2230

/s / Patricia Brown

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT

for the District of Utah

In re POWER BLOCK COIN, LLC

Case No. 24-bk-23041-JTM

Debtor.

Chapter 11

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: **Blue Castle Holdings, Inc.**

(Name of person to whom the subpoena is directed)

■ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

All of the documents described on the attached **Exhibit A**.

PLACE	DATE AND TIME
GREENBERG TRAUIG, LLP Attn: Abigail Stone 222 South Main St. Suite 1730 Salt Lake City, UT 84101 abigail.stone@gtlaw.com	<u>October 24, 2025, at 4:30 p.m. Mountain Time</u>

□ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: October 6, 2025

CLERK OF COURT

OR

/s/ Abigail Stone
Attorney's Signature

The name, address, email address, and telephone number of the attorney representing the Official Committee of Unsecured Creditors for the Power Block Coin, LLC bankruptcy estate, who issues or requests this subpoena, is:

Abigail J. Stone
Greenberg Traurig, LLP
222 South Main St. Suite 1730
Salt Lake City, UT 84101
abigail.stone@gtlaw.com
801.478.6931

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.*

These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

Definitions

1. “You” and “Your” means Blue Castle Holdings, Inc. and any of its parents, subsidiaries, holding companies, affiliates, or related entities

2. “Blue Castle Note” means that certain promissory note dated August 8, 2023, by and between Debtor as holder, and Blue Castle, as maker, in the principal amount of \$1,400,000.00 with a Maturity Date of August 6, 2028.

3. “Communication” includes every manner of transmitting or receiving facts, Information, opinions, or thoughts (including, but not limited to: visually; orally; in writing; by digital, analog, electronic, magnetic, telephonic, or other mechanical means; or otherwise).

4. “Concerning,” “concern,” or any other derivative thereof, as used herein shall be construed as referring to, responding to, Relating to, pertaining to, connected with, comprising, memorializing, commenting on, regarding, discussing, showing, describing, reflecting, analyzing, or constituting.

5. “Contract” shall mean (a) an agreement, oral or written, between two or more Persons which creates an obligation to do or not to do a particular thing, and (b) any Document which serves as proof of the obligation.

6. “Debtor” means Power Block Coin, L.L.C. d/b/a Smartfi, a Utah limited liability company.

7. “Document” means the original or a copy of any tangible thing from or on which Information can be stored, recorded, processed, transmitted, inscribed, or memorialized in any way by any means, regardless of technology or form and including, but not being limited to: accounting books or records; accounts; account statements; affidavits; agendas; agreements; analyses; applications; appointment books; appraisals; audio tapes; balance sheets; bordereaux; books; books or records of account; brochures; cables; calendars; catalogues; CD-ROMs; certificates; charts; circulars; compact discs; computer printouts; contracts; correspondence; data processing input and output; deeds; deposition transcripts; desk calendars; diaries; digital images; drafts; DVDs; DVD-ROMs; electrical recordings; electronically stored Information, e-mail Communications; evaluations; Excel spreadsheets; experiments; faxes; facsimiles; films; financial statements; floppy disks; guides; guidelines; hard copies of electronic, electrical, magnetic, or any other Communications not made on paper; hard disk drives; hearing transcripts; income statements; instant messages; interoffice Communications; journals; ledgers; letters; lists; logs; magazines; magazine articles; magnetic recordings; magnetic tapes; manuals; memoranda; microfilms; minutes; newspapers; newspaper articles; notations; notebooks; notes; objects; opinions; papers; photographs; policies; PowerPoint presentations; procedures; profit and loss statements; prospectuses; receipts; recordings; releases; reports; schedules; signature cards; sound recordings; spreadsheets; statements; statements of cash flow; statistical records; stock certificates; summaries of accounts; summaries; tables; tabulations; tangible things; telecommunications;

telegrams; telefaxes; telex messages; tests; text messages; titles; transcripts; videos; videotapes; websites; work papers; and any other writings, be they typewritten, handwritten, printed, stored in or on any form of electronic or magnetic media, or otherwise, and other records, recordings, or pictures of any kind or description. Each copy of a Document which contains any separate notations or writings thereon shall be deemed to be a separate Document for purposes of these requests. Any Document identified will include any Document, in draft or final form, either sent or received by You. This term also includes any Documents now or ever in Your possession, custody, or control, or available to You, Your attorneys, accountants, agents, representatives, employees, or associates, and specifically includes Documents kept by individuals in their desks, at home, or elsewhere.

8. “Information” shall be expansively construed and shall include, but not be limited to facts, data, opinions, images, impressions, concepts, and formulae.

9. “Management Services Agreement” means that certain agreement between You and the Debtor dated December 1, 2023, as described in the Debtor’s Amended Plan.

10. “Person” means any natural person, firm, partnership, joint venture, corporation, or group of natural persons or such entities.

11. “Petition Date” means June 20, 2024.

12. “Relating to” means, directly or indirectly, refer to, mention, describe, pertain to, arise out of or in connection with, or in any way legally, logically, or factually connected with the matter discussed.

13. When referring to a Person, the term “Identify” shall mean to give, to the extent known, the Person’s full name, present or last known address, present or last known telephone number, present or last known e-mail address, and when referring to a natural Person, additionally, the present or last known place of employment. Once a Person has been identified in accordance with this paragraph, only the name of that Person need be listed in response to subsequent discovery requesting the identification of that Person.

14. When referring to a Document, the term “Identify” shall mean to state the type of Document as defined herein, the subject matter thereof, the date thereof, by whom it was written or prepared, by whom it was signed, to whom it was sent, the present location (name and address of place) thereof, and the present custodian of the original or copies thereof, so that the Document is described in sufficient enough detail that it could be subject to a request for production of Documents under the applicable rules of civil procedure. If any such Document was, but no longer is, in Your possession or subject to Your control, state the disposition of the Document.

15. When referring to a Communication other than a Document, the term “Identify” shall mean to describe the Communication in such a manner that all the following Information is provided:

(a) Whether the Communication took place in Person, by telephone, via e-mail, or otherwise;

(b) If by telephone, the identity of the Person originating the call, the identity of the Person receiving the call, the identity of all other Persons participating in the Communication, and the location of each of those Persons at the time of the Communication; and the identity of all other Persons present within hearing of any party to the Communication;

(c) If by e-mail, the identity, including name and e-mail address, of the Person originating the e-mail; the identity or identities, including name and e-mail address, of all recipients, both intended and unintended, and including Persons to whom blind copies were sent, of the e-mail Communication; the date and time of the Communication; all replies to and forwards of the original Communication; the subject of the e-mail Communication; and the identity and physical location of the computer, network, or server from which the e-mail was sent;

(d) If in Person, the identity of all Persons present during the Communication and the location of the Communication;

(e) The date and time of the Communication;

(f) To the best of Your recollection, what was said by each party to the Communication; and

(g) The identity of the custodian of any Document that recorded, summarized, or Concerned the Communication.

16. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this discovery request all responses that might otherwise be construed to be outside of its scope.

17. The words “any,” “all,” and “each” shall be construed as necessary to bring within the scope of this discovery request all responses that might otherwise be construed to be outside of its scope.

18. The use of the singular form of any word includes the plural and vice versa.

19. The use of the masculine form of any word includes the feminine form and the neuter form, and vice versa.

Instructions

1. In responding to this Document request, furnish all Information which is available to You, including Information in the possession of Your agents, representatives, employees, investigators, attorneys, or anyone acting on their behalf or on Your behalf, and not merely such Information known of Your own knowledge. If You are unable to locate any requested Document after exercising due diligence to secure the requested Document, so state.

2. This Document request is continuing so as to require supplementary Documents if additional Information or Documents hereafter are obtained or discovered which may augment or

otherwise modify the Information that You provide and Documents that You produce. Supplementary Documents are to be served within 10 days after receipt or discovery of such Information or Documents.

3. If any Document is not produced under a claim of privilege, for each such Document Identify the nature of the privilege (including work product) that is being claimed, indicate the Document request to which the Document is responsive, and provide the following Information, unless divulgence of such Information would cause disclosure of the allegedly privileged Information: (1) the type of Document; (2) the general subject matter of the Document; (3) the date of the Document; and (4) such other Information as is sufficient to Identify the Document for a subpoena *duces tecum*, including, where appropriate, the author of the Document, the addressee of the Document, and, where not apparent, the relationship of the author and the addressee to each other.

4. In the event that any Document called for has been destroyed, discarded, or otherwise disposed of, Identify the Document by stating its: (a) author or preparer; (b) addressee(s); (c) indicated or blind copies; (d) date; (e) subject matter; (f) number of pages; (g) attachments or appendices; (h) all Persons to whom it was distributed or shown; (i) date of destruction or other disposition; (j) manner of destruction or other disposition; (k) reason for destruction or other disposition; (l) Person destroying or disposing of the Document; and (m) the Document request or requests to which the Document is responsive.

5. 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 labeled to correspond to the appropriate request herein.

REQUESTED DOCUMENTS

1. All Documents, Communications, or records Concerning the transfer of \$90,000 in stablecoin from the Debtor to You on or about June 19, 2024, as reflected in the Debtor's December 2024 MOR, Doc. No. 253-6 at p. 2, including, but not limited to, the source of that Stablecoin, the purpose of the transfer, and the wallet destination where the Stablecoin was sent.

2. All Documents, Communications, or records Concerning the transfer of \$150,000 in stablecoin from the Debtor to You on or about July 24, 2024, as reflected in the Debtor's December 2024 MOR, Doc. No. 253-6 at p. 2, including, but not limited to, the source of that Stablecoin, the purpose of the transfer, and the wallet destination where the Stablecoin was sent.

3. All Documents and communications reflecting any and all transfers (including fiat, cryptocurrency, or any other assets) between You and the Debtor from January 2022 to the date of production.

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT

for the District of Utah

In re POWER BLOCK COIN, LLC

Case No. 24-bk-23041-JTM

Debtor.

Chapter 11

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: **B2C2 USA, Inc.**

(Name of person to whom the subpoena is directed)

■ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

All of the documents described on the attached **Exhibit A**.

PLACE	DATE AND TIME
GREENBERG TRAUIG, LLP Attn: Abigail Stone One Vanderbilt Avenue New York, NY 10017 United States abigail.stone@gtlaw.com	<u>October 24, 2025, at 4:30 p.m. Mountain Time</u>

□ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: October 6, 2025

CLERK OF COURT

OR

/s/ Abigail Stone
Attorney's Signature

The name, address, email address, and telephone number of the attorney representing the Official Committee of Unsecured Creditors for the Power Block Coin, LLC bankruptcy estate, who issues or requests this subpoena, is:

Abigail J. Stone
Greenberg Traurig, LLP
222 South Main St. Suite 1730
Salt Lake City, UT 84101
abigail.stone@gtlaw.com
801.478.6931

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.*

These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) *Contempt.* The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

Definitions

1. “You” and “Your” means B2C2 USA, Inc. and any of its parents, subsidiaries, holding companies, affiliates, or related entities.
2. “Aaron Tilton” means the individual by that name who is the President of the Debtor.
3. “Brad Jones” means the individual by that name who is the CFO of the Debtor.
4. “Communication” includes every manner of transmitting or receiving facts, Information, opinions, or thoughts (including, but not limited to: visually; orally; in writing; by digital, analog, electronic, magnetic, telephonic, or other mechanical means; or otherwise).
5. “Concerning,” “concern,” or any other derivative thereof, as used herein shall be construed as referring to, responding to, Relating to, pertaining to, connected with, comprising, memorializing, commenting on, regarding, discussing, showing, describing, reflecting, analyzing, or constituting.
6. “Contract” shall mean (a) an agreement, oral or written, between two or more Persons which creates an obligation to do or not to do a particular thing, and (b) any Document which serves as proof of the obligation.
7. “Debtor” means Power Block Coin, L.L.C. d/b/a Smartfi, a Utah limited liability company.
8. “Document” means the original or a copy of any tangible thing from or on which Information can be stored, recorded, processed, transmitted, inscribed, or memorialized in any way by any means, regardless of technology or form and including, but not being limited to: accounting books or records; accounts; account statements; affidavits; agendas; agreements; analyses; applications; appointment books; appraisals; audio tapes; balance sheets; bordereaux; books; books or records of account; brochures; cables; calendars; catalogues; CD-ROMs; certificates; charts; circulars; compact discs; computer printouts; contracts; correspondence; data processing input and output; deeds; deposition transcripts; desk calendars; diaries; digital images; drafts; DVDs; DVD-ROMs; electrical recordings; electronically stored Information, e-mail Communications; evaluations; Excel spreadsheets; experiments; faxes; facsimiles; films; financial statements; floppy disks; guides; guidelines; hard copies of electronic, electrical, magnetic, or any other Communications not made on paper; hard disk drives; hearing transcripts; income statements; instant messages; interoffice Communications; journals; ledgers; letters; lists; logs; magazines; magazine articles; magnetic recordings; magnetic tapes; manuals; memoranda; microfilms; minutes; newspapers; newspaper articles; notations; notebooks; notes; objects; opinions; papers; photographs; policies; PowerPoint presentations; procedures; profit and loss statements; prospectuses; receipts; recordings; releases; reports; schedules; signature cards; sound recordings; spreadsheets; statements; statements of cash flow; statistical records; stock certificates;

summaries of accounts; summaries; tables; tabulations; tangible things; telecommunications; telegrams; telefaxes; telex messages; tests; text messages; titles; transcripts; videos; videotapes; websites; work papers; and any other writings, be they typewritten, handwritten, printed, stored in or on any form of electronic or magnetic media, or otherwise, and other records, recordings, or pictures of any kind or description. Each copy of a Document which contains any separate notations or writings thereon shall be deemed to be a separate Document for purposes of these requests. Any Document identified will include any Document, in draft or final form, either sent or received by You. This term also includes any Documents now or ever in Your possession, custody, or control, or available to You, Your attorneys, accountants, agents, representatives, employees, or associates, and specifically includes Documents kept by individuals in their desks, at home, or elsewhere.

9. “Information” shall be expansively construed and shall include, but not be limited to facts, data, opinions, images, impressions, concepts, and formulae.

10. “Person” means any natural person, firm, partnership, joint venture, corporation, or group of natural persons or such entities.

11. “Petition Date” means June 20, 2024.

12. “Relating to” means, directly or indirectly, refer to, mention, describe, pertain to, arise out of or in connection with, or in any way legally, logically, or factually connected with the matter discussed.

13. “Tom Retson” means the individual by the name Thomas P. Retson who is an insider of the Debtor.

14. When referring to a Person, the term “Identify” shall mean to give, to the extent known, the Person’s full name, present or last known address, present or last known telephone number, present or last known e-mail address, and when referring to a natural Person, additionally, the present or last known place of employment. Once a Person has been identified in accordance with this paragraph, only the name of that Person need be listed in response to subsequent discovery requesting the identification of that Person.

15. When referring to a Document, the term “Identify” shall mean to state the type of Document as defined herein, the subject matter thereof, the date thereof, by whom it was written or prepared, by whom it was signed, to whom it was sent, the present location (name and address of place) thereof, and the present custodian of the original or copies thereof, so that the Document is described in sufficient enough detail that it could be subject to a request for production of Documents under the applicable rules of civil procedure. If any such Document was, but no longer is, in Your possession or subject to Your control, state the disposition of the Document.

16. When referring to a Communication other than a Document, the term “Identify” shall mean to describe the Communication in such a manner that all the following Information is provided:

(a) Whether the Communication took place in Person, by telephone, via e-mail, or otherwise;

(b) If by telephone, the identity of the Person originating the call, the identity of the Person receiving the call, the identity of all other Persons participating in the Communication, and the location of each of those Persons at the time of the Communication; and the identity of all other Persons present within hearing of any party to the Communication;

(c) If by e-mail, the identity, including name and e-mail address, of the Person originating the e-mail; the identity or identities, including name and e-mail address, of all recipients, both intended and unintended, and including Persons to whom blind copies were sent, of the e-mail Communication; the date and time of the Communication; all replies to and forwards of the original Communication; the subject of the e-mail Communication; and the identity and physical location of the computer, network, or server from which the e-mail was sent;

(d) If in Person, the identity of all Persons present during the Communication and the location of the Communication;

(e) The date and time of the Communication;

(f) To the best of Your recollection, what was said by each party to the Communication; and

(g) The identity of the custodian of any Document that recorded, summarized, or Concerned the Communication.

17. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this discovery request all responses that might otherwise be construed to be outside of its scope.

18. The words “any,” “all,” and “each” shall be construed as necessary to bring within the scope of this discovery request all responses that might otherwise be construed to be outside of its scope.

19. The use of the singular form of any word includes the plural and vice versa.

20. The use of the masculine form of any word includes the feminine form and the neuter form, and vice versa.

Instructions

1. In responding to this Document request, furnish all Information which is available to You, including Information in the possession of Your agents, representatives, employees, investigators, attorneys, or anyone acting on their behalf or on Your behalf, and not merely such Information known of Your own knowledge. If You are unable to locate any requested Document after exercising due diligence to secure the requested Document, so state.

2. This Document request is continuing so as to require supplementary Documents if additional Information or Documents hereafter are obtained or discovered which may augment or

otherwise modify the Information that You provide and Documents that You produce. Supplementary Documents are to be served within 10 days after receipt or discovery of such Information or Documents.

3. If any Document is not produced under a claim of privilege, for each such Document Identify the nature of the privilege (including work product) that is being claimed, indicate the Document request to which the Document is responsive, and provide the following Information, unless divulgence of such Information would cause disclosure of the allegedly privileged Information: (1) the type of Document; (2) the general subject matter of the Document; (3) the date of the Document; and (4) such other Information as is sufficient to Identify the Document for a subpoena *duces tecum*, including, where appropriate, the author of the Document, the addressee of the Document, and, where not apparent, the relationship of the author and the addressee to each other.

4. In the event that any Document called for has been destroyed, discarded, or otherwise disposed of, Identify the Document by stating its: (a) author or preparer; (b) addressee(s); (c) indicated or blind copies; (d) date; (e) subject matter; (f) number of pages; (g) attachments or appendices; (h) all Persons to whom it was distributed or shown; (i) date of destruction or other disposition; (j) manner of destruction or other disposition; (k) reason for destruction or other disposition; (l) Person destroying or disposing of the Document; and (m) the Document request or requests to which the Document is responsive.

5. 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 labeled to correspond to the appropriate request herein.

REQUESTED DOCUMENTS

1. All Documents and Communications Concerning any cryptocurrency accounts or wallets stored or held by You or on Your platform that belong to the Debtor, or the Debtor's officers, including but not limited to Aaron Tilton, Brad Jones, and Tom Retson, including any transactions, deposits, and/or withdrawals from these wallets from June 2020 through the present.

2. To the extent not covered in the previous request, all Documents and Communications Concerning the cryptocurrency transactions, deposits, and/or withdrawals from June 2020 through the present as listed on **Exhibit 1**.

EXHIBIT 1

In re: Power Block Coin LLC

Schedule of Transfers Between Power Block Coin and B2C2

Asset	Transaction Hash	Date / Time (UTC)	Sender	Recipient	Receiving Address	Asset Amount
USDC	0xa5edc30850626bf287fed3c9ca05030ef0f9ca36d74f867ffb8a31e02dde882	11/23/2022 21:56	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	22,298.87
USDC	0xa8d49daa19ae86d85991f28dfa1975dd4468da00ae2aa7cf0a1c3e9a61b1865f	9/8/2022 21:08	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	15,967.87
USDC	0xa9933c441ced9db82224329914d77109ec91535adb7c728185cf4ac9e0473706	4/8/2022 14:55	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	3,133.60
USDC	0xb2b8044ad764b010202d176ab27374d953720ce1bc67da60c229d602da4e332b	6/1/2023 14:56	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	8,852.09
USDC	0xb911f8b22ba253d1834710bf075849dd1bcbdb28eb3a5889515a98e206a3b5c46	11/18/2022 1:31	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	50,000.00
USDC	0xb952fe1e0080f9758f4ab982b8895e7a55218e038087f652c963c09bed24c6c2	8/25/2021 16:36	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	1,500,300.06
USDC	0xba43412c9dfa52346983fc3e36d185c2f73fc3cb47efb3e1e04af9bdc89b335bf	8/2/2022 22:04	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	100,000.00
USDC	0xbcabddcded45ec58eb2b6c4dc4ced7fae2357bbe8e13564426232dc10d95bfa	8/4/2022 14:50	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	99,202.48
USDC	0xc12b1503592adf98fc87b3fb9ef31e9fbc4f8203493c27f27329d650482191b6	1/19/2022 17:23	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	3,313.50
USDC	0xc3f53f7ccea45d67094fe8aee6fcb73751ad91c136f9cf29f6a0966182deb275	8/2/2022 23:17	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	134,552.00
USDC	0xc6a06ff04db6c57ef0b8f794caf859e2818da30d7d61e71c311fc6355c990b05	9/22/2021 3:52	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	297,547.98
USDC	0xc6b318b76539416207041e8ff446be7e924474b854c17a74924fb51989f3cce1	3/31/2022 20:57	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	146,094.25
USDC	0xc991c247d95c6e6d453183dd0baa438e0f10355f90fbc4e0576ab0ac5d2a2b75	10/11/2022 21:36	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	9,492.30
USDC	0xcaac9c7454acf87611c7e0186bf74da12b048fdc2d364e19095e8d3bb298eb61	6/14/2022 21:37	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	1,493.74
USDC	0xd253be903f6698721ac757e394f5ca26a0d2f6d631842939036f07863518a4c9	2/2/2022 19:16	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	12,171.41
USDC	0xd4d57db9d805fa4cab2ba421499ca17824f6ae38fa55ed9d26ed6c811a7efd4e	10/11/2022 18:50	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	20,786.38
USDC	0xd63566c8974e43dad791374b2e7a63a78a18b66dbefae8184d662f09d0b55ed0	4/30/2021 23:25	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	30,297.24
USDC	0xda80cf33a43d8508157395e1f3ab494d2c4803ca205d9956656003b7c54370aa	4/13/2022 5:04	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	349.52
USDC	0xda9ca3c5e5b14abfc5d48740c8f0f25782323ac990a486671d757d97fb1f1a7b	7/5/2022 15:47	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	33,935.41
USDC	0xe0a8494fa27b2e01586ba160925ac933be2967619c8ba6c7143688bf5dfa1b64	1/24/2022 15:19	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	138.52
USDC	0xe2c30b984532ec0741a54b33501b35ded30c61a3bb45147cfef66b93d46961cd	3/13/2022 22:12	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	140,702.17
USDC	0xe7ca1ee419da4fa42402f5cae5ceb1350a6f666cc2e326152a78828ea8f6c7615	4/20/2022 21:39	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	182,913.31
USDC	0xefc4272b7c4581bf7ca4caafc7109a35ab78258bb40eca31ac9abf32397bd6a3	6/17/2022 14:22	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	815,756.00
USDC	0xf34a3198de8762771052c14af2b87a279178fedf10db1b7b8b56bcab3d7f3237	8/26/2022 14:09	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	16,650.95
USDC	0xf542e11069abe637eb30c2b9a08b5ae457ebaf66c504180df5feacd31271d8df	4/6/2021 10:58	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	499,990.00
USDC	0xf780427c2a79291823bd58cf1e8965442c02b36ee3629f4fb695bb72cc0aa371	11/26/2021 21:39	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	1,000,300.00
USDC	0xf7a841f5e3bc36709c304c6a3fcd3b06430445e460c58632a532ac8a0c4389e	8/10/2022 14:02	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	4,818.78
USDC	0xfaac979bd8b49a970a10bea51faca475bdeed7764ef1b85416f5f46af5cdfd14	7/1/2023 1:46	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	163,000.00
USDC	0xfbf15454fb96d90690e2addbe04396c216300e54516a7dbb30a0f48de1ea8cd61	8/9/2021 19:23	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	160,000.00
USDC	0xfbf2f758edd5a46766551986bb2fadaea352932ae4d8218ac362abd2387a9d28b	6/9/2022 21:09	PBC	B2C2	0x66E092fD00c4E4eb5BD20F5392C1902d738aE7bC	42,752.23

EXHIBIT 3

UNITED STATES BANKRUPTCY COURT

for the District of Utah

In re POWER BLOCK COIN, LLC

Case No. 24-bk-23041-JTM

Debtor.

Chapter 11

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: **Bitgo Prime, LLC**

(Name of person to whom the subpoena is directed)

■ **Production: YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

All of the documents described on the attached **Exhibit A**.

PLACE	DATE AND TIME
GREENBERG TRAUIG, LLP Attn: Abigail Stone 222 Delaware Avenue Suite 1600 Wilmington, DE 19801 abigail.stone@gtlaw.com	<u>October 24, 2025, at 4:30 p.m. Mountain Time</u>

□ **Inspection of Premises: YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: October 6, 2025

CLERK OF COURT

OR

/s/ Abigail Stone
Attorney's Signature

The name, address, email address, and telephone number of the attorney representing the Official Committee of Unsecured Creditors for the Power Block Coin, LLC bankruptcy estate, who issues or requests this subpoena, is:

Abigail J. Stone
Greenberg Traurig, LLP
222 South Main St. Suite 1730
Salt Lake City, UT 84101
abigail.stone@gtlaw.com
801.478.6931

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.*

These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

Definitions

1. “You” and “Your” means Bitgo Prime, LLC and any of its parents, subsidiaries, holding companies, affiliates, or related entities.
2. “Aaron Tilton” means the individual by that name who is the President of the Debtor.
3. “Brad Jones” means the individual by that name who is the CFO of the Debtor.
4. “Communication” includes every manner of transmitting or receiving facts, Information, opinions, or thoughts (including, but not limited to: visually; orally; in writing; by digital, analog, electronic, magnetic, telephonic, or other mechanical means; or otherwise).
5. “Concerning,” “concern,” or any other derivative thereof, as used herein shall be construed as referring to, responding to, Relating to, pertaining to, connected with, comprising, memorializing, commenting on, regarding, discussing, showing, describing, reflecting, analyzing, or constituting.
6. “Contract” shall mean (a) an agreement, oral or written, between two or more Persons which creates an obligation to do or not to do a particular thing, and (b) any Document which serves as proof of the obligation.
7. “Debtor” means Power Block Coin, L.L.C. d/b/a Smartfi, a Utah limited liability company.
8. “Document” means the original or a copy of any tangible thing from or on which Information can be stored, recorded, processed, transmitted, inscribed, or memorialized in any way by any means, regardless of technology or form and including, but not being limited to: accounting books or records; accounts; account statements; affidavits; agendas; agreements; analyses; applications; appointment books; appraisals; audio tapes; balance sheets; bordereaux; books; books or records of account; brochures; cables; calendars; catalogues; CD-ROMs; certificates; charts; circulars; compact discs; computer printouts; contracts; correspondence; data processing input and output; deeds; deposition transcripts; desk calendars; diaries; digital images; drafts; DVDs; DVD-ROMs; electrical recordings; electronically stored Information, e-mail Communications; evaluations; Excel spreadsheets; experiments; faxes; facsimiles; films; financial statements; floppy disks; guides; guidelines; hard copies of electronic, electrical, magnetic, or any other Communications not made on paper; hard disk drives; hearing transcripts; income statements; instant messages; interoffice Communications; journals; ledgers; letters; lists; logs; magazines; magazine articles; magnetic recordings; magnetic tapes; manuals; memoranda; microfilms; minutes; newspapers; newspaper articles; notations; notebooks; notes; objects; opinions; papers; photographs; policies; PowerPoint presentations; procedures; profit and loss statements; prospectuses; receipts; recordings; releases; reports; schedules; signature cards; sound recordings; spreadsheets; statements; statements of cash flow; statistical records; stock certificates;

summaries of accounts; summaries; tables; tabulations; tangible things; telecommunications; telegrams; telefaxes; telex messages; tests; text messages; titles; transcripts; videos; videotapes; websites; work papers; and any other writings, be they typewritten, handwritten, printed, stored in or on any form of electronic or magnetic media, or otherwise, and other records, recordings, or pictures of any kind or description. Each copy of a Document which contains any separate notations or writings thereon shall be deemed to be a separate Document for purposes of these requests. Any Document identified will include any Document, in draft or final form, either sent or received by You. This term also includes any Documents now or ever in Your possession, custody, or control, or available to You, Your attorneys, accountants, agents, representatives, employees, or associates, and specifically includes Documents kept by individuals in their desks, at home, or elsewhere.

9. “Information” shall be expansively construed and shall include, but not be limited to facts, data, opinions, images, impressions, concepts, and formulae.

10. “Person” means any natural person, firm, partnership, joint venture, corporation, or group of natural persons or such entities.

11. “Petition Date” means June 20, 2024.

12. “Relating to” means, directly or indirectly, refer to, mention, describe, pertain to, arise out of or in connection with, or in any way legally, logically, or factually connected with the matter discussed.

13. “Tom Retson” means the individual by the name Thomas P. Retson who is an insider of the Debtor.

14. When referring to a Person, the term “Identify” shall mean to give, to the extent known, the Person’s full name, present or last known address, present or last known telephone number, present or last known e-mail address, and when referring to a natural Person, additionally, the present or last known place of employment. Once a Person has been identified in accordance with this paragraph, only the name of that Person need be listed in response to subsequent discovery requesting the identification of that Person.

15. When referring to a Document, the term “Identify” shall mean to state the type of Document as defined herein, the subject matter thereof, the date thereof, by whom it was written or prepared, by whom it was signed, to whom it was sent, the present location (name and address of place) thereof, and the present custodian of the original or copies thereof, so that the Document is described in sufficient enough detail that it could be subject to a request for production of Documents under the applicable rules of civil procedure. If any such Document was, but no longer is, in Your possession or subject to Your control, state the disposition of the Document.

16. When referring to a Communication other than a Document, the term “Identify” shall mean to describe the Communication in such a manner that all the following Information is provided:

(a) Whether the Communication took place in Person, by telephone, via e-mail, or otherwise;

(b) If by telephone, the identity of the Person originating the call, the identity of the Person receiving the call, the identity of all other Persons participating in the Communication, and the location of each of those Persons at the time of the Communication; and the identity of all other Persons present within hearing of any party to the Communication;

(c) If by e-mail, the identity, including name and e-mail address, of the Person originating the e-mail; the identity or identities, including name and e-mail address, of all recipients, both intended and unintended, and including Persons to whom blind copies were sent, of the e-mail Communication; the date and time of the Communication; all replies to and forwards of the original Communication; the subject of the e-mail Communication; and the identity and physical location of the computer, network, or server from which the e-mail was sent;

(d) If in Person, the identity of all Persons present during the Communication and the location of the Communication;

(e) The date and time of the Communication;

(f) To the best of Your recollection, what was said by each party to the Communication; and

(g) The identity of the custodian of any Document that recorded, summarized, or Concerned the Communication.

17. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this discovery request all responses that might otherwise be construed to be outside of its scope.

18. The words “any,” “all,” and “each” shall be construed as necessary to bring within the scope of this discovery request all responses that might otherwise be construed to be outside of its scope.

19. The use of the singular form of any word includes the plural and vice versa.

20. The use of the masculine form of any word includes the feminine form and the neuter form, and vice versa.

Instructions

1. In responding to this Document request, furnish all Information which is available to You, including Information in the possession of Your agents, representatives, employees, investigators, attorneys, or anyone acting on their behalf or on Your behalf, and not merely such Information known of Your own knowledge. If You are unable to locate any requested Document after exercising due diligence to secure the requested Document, so state.

2. This Document request is continuing so as to require supplementary Documents if additional Information or Documents hereafter are obtained or discovered which may augment or

otherwise modify the Information that You provide and Documents that You produce. Supplementary Documents are to be served within 10 days after receipt or discovery of such Information or Documents.

3. If any Document is not produced under a claim of privilege, for each such Document Identify the nature of the privilege (including work product) that is being claimed, indicate the Document request to which the Document is responsive, and provide the following Information, unless divulgence of such Information would cause disclosure of the allegedly privileged Information: (1) the type of Document; (2) the general subject matter of the Document; (3) the date of the Document; and (4) such other Information as is sufficient to Identify the Document for a subpoena *duces tecum*, including, where appropriate, the author of the Document, the addressee of the Document, and, where not apparent, the relationship of the author and the addressee to each other.

4. In the event that any Document called for has been destroyed, discarded, or otherwise disposed of, Identify the Document by stating its: (a) author or preparer; (b) addressee(s); (c) indicated or blind copies; (d) date; (e) subject matter; (f) number of pages; (g) attachments or appendices; (h) all Persons to whom it was distributed or shown; (i) date of destruction or other disposition; (j) manner of destruction or other disposition; (k) reason for destruction or other disposition; (l) Person destroying or disposing of the Document; and (m) the Document request or requests to which the Document is responsive.

5. 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 labeled to correspond to the appropriate request herein.

REQUESTED DOCUMENTS

1. All Documents and Communications Concerning any cryptocurrency accounts or wallets stored or held by You or on Your platform that belong to the Debtor or the Debtor's officers, including but not limited to Aaron Tilton, Brad Jones, and Tom Retson, including any transactions, deposits, and/or withdrawals from these wallets from June 2020 through the present.

2. To the extent not covered in the previous request, all Documents and Communications Concerning the cryptocurrency transactions, deposits, and/or withdrawals from June 2020 through the present as listed on **Exhibit 1**.

EXHIBIT 1

In re: Power Block Coin LLC

Schedule of Transfers Between Power Block Coin and Bitgo Prime

Asset	Transaction Hash	Date / Time (UTC)	Sender	Recipient	Receiving Address	Asset Amount
Bitgo Prime to Power Block Coin (BTC)						
BTC	85084a30b53efb1e18ec27476f5f20e7dfe0cc1bad26288955340f66bb61b59	8/12/2021 21:00	Bitgo Prime	PBC	bc1q80n9shen0vez5n3x6ugc5y2vg3xq3yjmk5qcp2	15.0000
BTC	38d75e17dbfaa23ea74469d08c81cad1c93a102dec88c783facafe748503a976	11/22/2021 18:20	Bitgo Prime	PBC	bc1q80n9shen0vez5n3x6ugc5y2vg3xq3yjmk5qcp2	26.0000
BTC	db4a52a386335442a95140ca205414aa48bc0faf20e3b5bcf47a0603b80ae3762	11/28/2021 16:44	Bitgo Prime	PBC	bc1q80n9shen0vez5n3x6ugc5y2vg3xq3yjmk5qcp2	26.0000
BTC	0a9a02ea53efef0a974b8b61dc74889614c74978d794aaca00c60070cdf157ff	3/23/2022 19:08	Bitgo Prime	PBC	bc1q80n9shen0vez5n3x6ugc5y2vg3xq3yjmk5qcp2	132.0000
BTC	1ad5b68e24ae6742e274725f4449ae89d42252146a36e5c0ca62d10ae0af30d	4/19/2022 19:43	Bitgo Prime	PBC	bc1q80n9shen0vez5n3x6ugc5y2vg3xq3yjmk5qcp2	62.9990
BTC	743236e42b49ab25e614ec737afec1efa5e7bb70ecd4822fa9220f8f074f8f	5/13/2022 16:55	Bitgo Prime	PBC	bc1q80n9shen0vez5n3x6ugc5y2vg3xq3yjmk5qcp2	55.0000
BTC	406e6568fetc9f783fa36ed815e4764798bf5cd4b36894a425fc211c0b48d639	5/13/2022 17:07	Bitgo Prime	PBC	bc1q80n9shen0vez5n3x6ugc5y2vg3xq3yjmk5qcp2	109.0000
BTC	56d73fe9f6490ee5862bbfd4a85f9c1efa34b314e4c4caddb2527471e105c92e	5/13/2022 19:41	Bitgo Prime	PBC	bc1q80n9shen0vez5n3x6ugc5y2vg3xq3yjmk5qcp2	164.0000
BTC	6fedde5e1daff511e6d88e04ff6cfcf0f8c54142c888d879448c0d504999e9f7	6/14/2022 16:25	Bitgo Prime	PBC	bc1q80n9shen0vez5n3x6ugc5y2vg3xq3yjmk5qcp2	121.0000
BTC	1183476becc90f6c7a01ba6ffceab7d61b40547c16b8ff38990be5aa7189e871	6/14/2022 16:25	Bitgo Prime	PBC	bc1q80n9shen0vez5n3x6ugc5y2vg3xq3yjmk5qcp2	91.0000
BTC	cc28bd7d94e8d3a7c95fa6a0c6d00df47fad86307c341e576c6570d04c6f444a	6/14/2022 20:06	Bitgo Prime	PBC	bc1q80n9shen0vez5n3x6ugc5y2vg3xq3yjmk5qcp2	121.0000
BTC	a3f73aac97fb2e543e289ea4cf000cf7a6303829135d0ac55a8e1731da49285b	6/14/2022 20:37	Bitgo Prime	PBC	bc1q80n9shen0vez5n3x6ugc5y2vg3xq3yjmk5qcp2	61.0000
BTC	47708d0d1ff500d32d56bd53257a3a952e76a72454387c9bb8853a6d4317c25	11/3/2022 16:24	Bitgo Prime	PBC	bc1q80n9shen0vez5n3x6ugc5y2vg3xq3yjmk5qcp2	76.0000
Power Block Coin to Bitgo Prime (BTC)						
BTC	878657e9b08467da8e84ab2d99217b383c89b1cc54b34e87a406f8be7a659055	5/18/2021 20:41	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	0.0100
BTC	8b96d7c677edac2b197e82911a95581f67864a0a52adb3da9ffb1a5990d09	5/18/2021 20:41	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	100.9900
BTC	3a350ac498270fdb6e1b57e950d3c4bc30c1a480e743e2406bf834dfd4800ea2	6/23/2021 20:43	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	64.0000
BTC	0951cbfcdcbcd6ed2afcaedb9f4f1d0f5a7765f322e096f7159d021fc667cfcd	10/8/2021 16:08	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	26.0000
BTC	3d81667a99ead22f23c1e71ea1c576f76a4d7ab8c5984daea5a6c8f5d3f0208	10/8/2021 16:13	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	130.0000
BTC	7ab97dbab8df3c4839efbac1d3abf1c3ead1059280cd2eb3a0287ada8580ef75	12/28/2021 13:50	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	140.0000
BTC	ae8d6e7c03f5b810308283a8fb47c7e7b4d69431af834ae7fbad5371e39d0231	1/6/2022 18:02	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	56.0000
BTC	a4afcf11e8def5c69e0b57b3c4b804425f9518f64d946534b76f95bef5ada5a	1/24/2022 21:26	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	85.0000
BTC	dff276f01f7f9c77750198d7272c74efb3138be43aca4839fbec4b7ebfe767bd	3/1/2022 18:21	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	66.0000
BTC	e6c2ebdd2eb73dab6bc6e6986d094cd990dca627a4d59e85fe696775cc59a20	3/1/2022 22:38	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	33.0000
BTC	3b7a0e79f8d7070a2f45b30008634acff3efa5a412584fb5fa66cf4567c28217	3/2/2022 15:25	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	0.1000
BTC	a38c1af1617b34ceec61084d82bc8373e1b3c4f55a6e6249bda7b69abd06dcbc	3/2/2022 15:52	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	259.9000
BTC	a1c791c2f306170af61f8e9c13bf35ce5706fbd3f57789ddb9bd53f20a29c0f7	3/10/2022 17:39	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	55.0000
BTC	99ae0f97993d13aab9c335b98db415bab8468fb482eb53ba37bd3b1c51743531	4/5/2022 22:47	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	63.0000
BTC	34c0aa9e849d21284dc041e92b3d49d265471ce286593bcb07f2633903c45d68	5/8/2022 17:36	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	68.0000
BTC	28fb77a33fafbaa506f3ad4c494c1c14ebbb1eb9281483312bf190284c54e8714	5/11/2022 20:56	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	18.0000
BTC	fea3977bebb4cf0a2d4f612b5164bb99a65416535a08cca2995831220771ea67	5/27/2022 14:53	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	99.0000
BTC	e8a74676e06e85d5caa20fb5a1dd3b213212c79e840f0dc5f1f45691839349	6/13/2022 20:41	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	93.0000
BTC	ea6c7c383a952721e1e73c50ac86b4137173a76c966f9056f052be2f0343835e	8/19/2022 17:04	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	200.0000
BTC	8fa1b0238dce60f8c68f14d31e44ce61eacd8ed00a94a4b76fd4631ba0efa3f	8/29/2022 19:43	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	141.0000
BTC	324f9946d90ac6cc775a9561272029c8eb66f2468e869266426891570333bc6d	9/7/2022 19:13	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	76.0000
BTC	87f626787ef0ac9337d4cf55af487d3f5561df9db46b2c47d49c61d9d409bd21	11/10/2022 20:22	PBC	Bitgo Prime	38na645UzT1Xu1XYYbDTavCvz1AXLq6Nng	109.0000
Power Block Coin to Bitgo Prime (USDT)						
USDT	0x61d680c66a4356a6cf55a5d1c34662b4e03106a1da7f5b6aa36aa2ddbaa07c6c	5/13/2022 19:36	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	10.00
USDT	0x060f35734221d062e8509b3b6ab6c5eb85428615635635c7a3fb22646b8abab4	5/13/2022 19:41	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	5,240.00
Power Block Coin to Bitgo Prime (ETH)						
ETH	0x9342bf81080a20879c235ce56dd26309ca2dda5e32376676017708159aa7cfff5	4/26/2022 15:33	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	1.0000
ETH	0x2916b07fd6f9d77196fd5e94b6aa660f57846e9d3b608bf65969712d111c30fe	4/26/2022 15:47	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	1,935.0000
ETH	0x48417172da41e3c1dbbbdcd983e54d223eca71e7986d772136733cd2faca21ea	4/26/2022 22:45	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	250.0000
ETH	0xf2c48d4faca163910d9a049b84be1239fc6304acd20d41dab4afa4ceafbf1142	5/10/2022 13:25	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	580.0000
ETH	0x6bf02bb34a620b50e8566ed35b2949992c09b0fc125207cee3032ac2c54866a5	5/11/2022 17:34	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	75.0000
ETH	0x029addb0600c533e06b8be6fec38b3d3fcd8fad5b34aa3cb0cd3070f876401c	8/31/2022 16:05	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	900.0000

In re: Power Block Coin LLC

Schedule of Transfers Between Power Block Coin and Bitgo Prime

Asset	Transaction Hash	Date / Time (UTC)	Sender	Receipient	Receiving Address	Asset Amount
ETH	0xc38079df7b9734f910c16272c353810b38a19e512c030fc15b07430a946f260a	10/13/2022 12:26	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	550.0000
ETH	0xa6fb1d1df2bd81e593f830ffbeeade00537f4f661edc6d7b248c18dda0c45a50	10/13/2022 21:36	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	265.0000
ETH	0xcba48fb336c9ddd657951957f3dbcfade60fda8693f49fc836b07a2d6a54d88	10/27/2022 17:26	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	460.0000
Power Block Coin to Bitgo Prime (USDC)						
USDC	0xf4cc5567ea3d7d127796614cf7a1566ebda4d775183575eb4983957b9a8bc35a	4/15/2022 19:03	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	63,190.28
USDC	0xd1657f020d6a051b867babef95472bf721630c755466342c336216e202e69d1c	5/13/2022 13:31	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	2,500,000.00
USDC	0xb7635e54db0b76af578054898b4c631abfc6959dd8fc650743155baf24251970	5/13/2022 15:12	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	4,000,000.00
USDC	0xd12442b0604d3270e067555f3649ed22e75ff73995239397658a95d8d6e5f0c8	5/13/2022 19:15	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	2,000,000.00
USDC	0x53b946a7024f68ed47669705bf18c4d3c8c0cc40b67a3e82e1791bb8dbf64e24	5/13/2022 19:30	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	66,750.00
USDC	0xca8fcd6644c9288cd8f36d6fcc475a2db6871f80af133692d2312f0aad914be	5/23/2022 15:19	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	3,000,000.00
USDC	0x99b5803add6b1987ec09415b0d64faa34942babfb2626675d5520940dabf84ca	5/31/2022 15:31	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	1,000,000.00
USDC	0xeb5a21c437de4d486e85359f2583d051eecd39cdd250652f7db740c4adef3c2f	6/14/2022 18:31	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	3,000,000.00
USDC	0xa6063f8bddc59248e551dd401fea855c2ff246e47b47a04143ab6b8dc0185817	6/20/2022 20:04	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	54,915.28
USDC	0x294a199898a0345930402b9013830a07482514a9859721d551f01998e18e9462	7/15/2022 21:43	PBC	Bitgo Prime	0xD20E076fDBe452506CfBC1C4303c3d6B7659105D	7,348.61

EXHIBIT 4

UNITED STATES BANKRUPTCY COURT

for the District of Utah

In re POWER BLOCK COIN, LLC

Case No. 24-bk-23041-JTM

Debtor.

Chapter 11

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: **Circle Internet Financial**

(Name of person to whom the subpoena is directed)

■ **Production: YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

All of the documents described on the attached **Exhibit A**.

PLACE	DATE AND TIME
GREENBERG TRAUIG, LLP Attn: Abigail Stone 222 South Main St. Suite 1730 Salt Lake City, UT 84101 abigail.stone@gtlaw.com	<u>October 24, 2025, at 4:30 p.m. Mountain Time</u>

□ **Inspection of Premises: YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: October 6, 2025

CLERK OF COURT

OR

/s/ Abigail Stone
Attorney's Signature

The name, address, email address, and telephone number of the attorney representing the Official Committee of Unsecured Creditors for the Power Block Coin, LLC bankruptcy estate, who issues or requests this subpoena, is:

Abigail J. Stone
Greenberg Traurig, LLP
222 South Main St. Suite 1730
Salt Lake City, UT 84101
abigail.stone@gtlaw.com
801.478.6931

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.*

These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

Definitions

1. “You” and “Your” means Circle Internet Financial and any of its parents, subsidiaries, holding companies, affiliates, or related entities.
2. “Aaron Tilton” means the individual by that name who is the President of the Debtor.
3. “Brad Jones” means the individual by that name who is the CFO of the Debtor.
4. “Communication” includes every manner of transmitting or receiving facts, Information, opinions, or thoughts (including, but not limited to: visually; orally; in writing; by digital, analog, electronic, magnetic, telephonic, or other mechanical means; or otherwise).
5. “Concerning,” “concern,” or any other derivative thereof, as used herein shall be construed as referring to, responding to, Relating to, pertaining to, connected with, comprising, memorializing, commenting on, regarding, discussing, showing, describing, reflecting, analyzing, or constituting.
6. “Contract” shall mean (a) an agreement, oral or written, between two or more Persons which creates an obligation to do or not to do a particular thing, and (b) any Document which serves as proof of the obligation.
7. “Debtor” means Power Block Coin, L.L.C. d/b/a Smartfi, a Utah limited liability company.
8. “Document” means the original or a copy of any tangible thing from or on which Information can be stored, recorded, processed, transmitted, inscribed, or memorialized in any way by any means, regardless of technology or form and including, but not being limited to: accounting books or records; accounts; account statements; affidavits; agendas; agreements; analyses; applications; appointment books; appraisals; audio tapes; balance sheets; bordereaux; books; books or records of account; brochures; cables; calendars; catalogues; CD-ROMs; certificates; charts; circulars; compact discs; computer printouts; contracts; correspondence; data processing input and output; deeds; deposition transcripts; desk calendars; diaries; digital images; drafts; DVDs; DVD-ROMs; electrical recordings; electronically stored Information, e-mail Communications; evaluations; Excel spreadsheets; experiments; faxes; facsimiles; films; financial statements; floppy disks; guides; guidelines; hard copies of electronic, electrical, magnetic, or any other Communications not made on paper; hard disk drives; hearing transcripts; income statements; instant messages; interoffice Communications; journals; ledgers; letters; lists; logs; magazines; magazine articles; magnetic recordings; magnetic tapes; manuals; memoranda; microfilms; minutes; newspapers; newspaper articles; notations; notebooks; notes; objects; opinions; papers; photographs; policies; PowerPoint presentations; procedures; profit and loss statements; prospectuses; receipts; recordings; releases; reports; schedules; signature cards; sound recordings; spreadsheets; statements; statements of cash flow; statistical records; stock certificates;

summaries of accounts; summaries; tables; tabulations; tangible things; telecommunications; telegrams; telefaxes; telex messages; tests; text messages; titles; transcripts; videos; videotapes; websites; work papers; and any other writings, be they typewritten, handwritten, printed, stored in or on any form of electronic or magnetic media, or otherwise, and other records, recordings, or pictures of any kind or description. Each copy of a Document which contains any separate notations or writings thereon shall be deemed to be a separate Document for purposes of these requests. Any Document identified will include any Document, in draft or final form, either sent or received by You. This term also includes any Documents now or ever in Your possession, custody, or control, or available to You, Your attorneys, accountants, agents, representatives, employees, or associates, and specifically includes Documents kept by individuals in their desks, at home, or elsewhere.

9. “Information” shall be expansively construed and shall include, but not be limited to facts, data, opinions, images, impressions, concepts, and formulae.

10. “Person” means any natural person, firm, partnership, joint venture, corporation, or group of natural persons or such entities.

11. “Petition Date” means June 20, 2024.

12. “Relating to” means, directly or indirectly, refer to, mention, describe, pertain to, arise out of or in connection with, or in any way legally, logically, or factually connected with the matter discussed.

13. “Tom Retson” means the individual by the name Thomas P. Retson who is an insider of the Debtor.

14. When referring to a Person, the term “Identify” shall mean to give, to the extent known, the Person’s full name, present or last known address, present or last known telephone number, present or last known e-mail address, and when referring to a natural Person, additionally, the present or last known place of employment. Once a Person has been identified in accordance with this paragraph, only the name of that Person need be listed in response to subsequent discovery requesting the identification of that Person.

15. When referring to a Document, the term “Identify” shall mean to state the type of Document as defined herein, the subject matter thereof, the date thereof, by whom it was written or prepared, by whom it was signed, to whom it was sent, the present location (name and address of place) thereof, and the present custodian of the original or copies thereof, so that the Document is described in sufficient enough detail that it could be subject to a request for production of Documents under the applicable rules of civil procedure. If any such Document was, but no longer is, in Your possession or subject to Your control, state the disposition of the Document.

16. When referring to a Communication other than a Document, the term “Identify” shall mean to describe the Communication in such a manner that all the following Information is provided:

(a) Whether the Communication took place in Person, by telephone, via e-mail, or otherwise;

(b) If by telephone, the identity of the Person originating the call, the identity of the Person receiving the call, the identity of all other Persons participating in the Communication, and the location of each of those Persons at the time of the Communication; and the identity of all other Persons present within hearing of any party to the Communication;

(c) If by e-mail, the identity, including name and e-mail address, of the Person originating the e-mail; the identity or identities, including name and e-mail address, of all recipients, both intended and unintended, and including Persons to whom blind copies were sent, of the e-mail Communication; the date and time of the Communication; all replies to and forwards of the original Communication; the subject of the e-mail Communication; and the identity and physical location of the computer, network, or server from which the e-mail was sent;

(d) If in Person, the identity of all Persons present during the Communication and the location of the Communication;

(e) The date and time of the Communication;

(f) To the best of Your recollection, what was said by each party to the Communication; and

(g) The identity of the custodian of any Document that recorded, summarized, or Concerned the Communication.

17. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this discovery request all responses that might otherwise be construed to be outside of its scope.

18. The words “any,” “all,” and “each” shall be construed as necessary to bring within the scope of this discovery request all responses that might otherwise be construed to be outside of its scope.

19. The use of the singular form of any word includes the plural and vice versa.

20. The use of the masculine form of any word includes the feminine form and the neuter form, and vice versa.

Instructions

1. In responding to this Document request, furnish all Information which is available to You, including Information in the possession of Your agents, representatives, employees, investigators, attorneys, or anyone acting on their behalf or on Your behalf, and not merely such Information known of Your own knowledge. If You are unable to locate any requested Document after exercising due diligence to secure the requested Document, so state.

2. This Document request is continuing so as to require supplementary Documents if additional Information or Documents hereafter are obtained or discovered which may augment or

otherwise modify the Information that You provide and Documents that You produce. Supplementary Documents are to be served within 10 days after receipt or discovery of such Information or Documents.

3. If any Document is not produced under a claim of privilege, for each such Document Identify the nature of the privilege (including work product) that is being claimed, indicate the Document request to which the Document is responsive, and provide the following Information, unless divulgence of such Information would cause disclosure of the allegedly privileged Information: (1) the type of Document; (2) the general subject matter of the Document; (3) the date of the Document; and (4) such other Information as is sufficient to Identify the Document for a subpoena *duces tecum*, including, where appropriate, the author of the Document, the addressee of the Document, and, where not apparent, the relationship of the author and the addressee to each other.

4. In the event that any Document called for has been destroyed, discarded, or otherwise disposed of, Identify the Document by stating its: (a) author or preparer; (b) addressee(s); (c) indicated or blind copies; (d) date; (e) subject matter; (f) number of pages; (g) attachments or appendices; (h) all Persons to whom it was distributed or shown; (i) date of destruction or other disposition; (j) manner of destruction or other disposition; (k) reason for destruction or other disposition; (l) Person destroying or disposing of the Document; and (m) the Document request or requests to which the Document is responsive.

5. 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 labeled to correspond to the appropriate request herein.

REQUESTED DOCUMENTS

1. All Documents and Communications Concerning any cryptocurrency accounts or wallets stored or held by You or on Your platform that belong to the Debtor or the Debtor's officers, including but not limited to Aaron Tilton, Brad Jones, and Tom Retson, including any transactions, deposits, and/or withdrawals from these wallets from June 2020 through the present.

2. To the extent not covered in the previous request, all Documents and Communications Concerning the cryptocurrency transactions, deposits, and/or withdrawals from June 2020 through the present as listed on **Exhibit 1**.

EXHIBIT 1

In re: Power Block Coin LLC

Schedule of Transfers Between Power Block Coin and Circle Internet Financial

Asset	Transaction Hash	Date / Time (UTC)	Sender	Recipient	Receiving Address	Asset Amount
Circle Internet Financial to Power Block Coin (USDC)						
USDC	0xd6b8aaa644f6235f78d326fe9d0ecbdc08ba4a3f33df687d2a45b5905f5b	11/26/2021 21:22	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	999,985.00
USDC	0x65b5a63576009953e5027c6bfb05061a5406c4f7861ab8d0149f9685845fd959	2/25/2022 19:36	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	1,500,000.00
USDC	0xc1421d5cf7b4e7f75fd294615de16148a746398cca6b525f66e951849a2097bb	5/4/2022 19:01	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	999,998.00
USDC	0xf1955e47054b85589162af17aedf256d8f1c8659513e691fd9ef8d79f9e7ea9	5/12/2022 19:03	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	3,000,000.00
USDC	0xc5978dc8ba3d6a7ba7fc27e90655b092987069349931d3533daaf69a57b631	5/13/2022 13:42	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	2,750,000.00
USDC	0x857ade332b30ef256aa375963ebb95b966d1229749abb698d809ec17854f6b00	5/13/2022 19:06	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	1,500,000.00
USDC	0x27f8ec9ea340953009ce9ebd3cbff4e6571072d4ebaf404a2e5f1f782fe83b	5/23/2022 15:14	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	2,400,000.00
USDC	0xbcd844628df80da48ad59d867d6db17c56ec142fcbdd714f1c9a772f078892f43	5/31/2022 15:27	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	1,000,000.00
USDC	0x3a76ce64b27904c046fe26d9f08a13c0608c5e3a95f36d36279bf5d5aae271f1	6/1/2022 17:04	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	3,000,000.00
USDC	0x8f68041adb35db49de6e5b087e02f91c3d8e744ca1503a1f3367527e69788cf	6/14/2022 18:29	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	3,000,000.00
USDC	0xfaa9aad2005622f1c174604d32d719a79a30e9363c4bb669b282e85464f8f6a6	6/14/2022 21:31	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	280,000.00
USDC	0xabe56b9415f5a351f2b407aff982976577552ae64223c56034101afaa9474704	6/20/2022 17:27	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	1,000,000.00
USDC	0xf1f192be0b3d137938d5b2bb17155dedc12db2e47cb1a1e822137680d9a0e5c	6/20/2022 18:42	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	1,450,000.00
USDC	0x9ef16316300ec734672b9d895e4de3a50bb021fd9cd05b12feb82223c8e706	6/21/2022 16:14	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	1,300,000.00
USDC	0x9d676cf1dc85d49c62786eefb8e983d391daca09fb9c95acf6e8b3f78a2cbd31	6/27/2022 16:05	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	1,000,000.00
USDC	0x709e7f8a0da492bc51d093083a31acc4319d9dd7d0e6cf861da73db13b2166a	6/27/2022 17:06	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	125,684.93
USDC	0x3edf4cee8d3bde6215fe58d0abfe5d04c8f29bf5d5dd888a022d8c13ed65b7ca	7/5/2022 17:14	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	600,000.00
USDC	0x58d3d874d90299532288a51976ebd168dcb25819c182cb6b88de797eca60bceb	8/2/2022 22:00	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	100,000.00
USDC	0xf828e201900bd1a16b4c642cea7508ec351c32c61fd36ec148c603bb0ca4af48	8/2/2022 23:14	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	105,000.00
USDC	0x11f02f20270c432df200c295c48b5defb0ddc561364275a78737cbec806d5e48	8/3/2022 14:43	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	50,000.00
USDC	0xc2426baf7e03c7a696ad63ff5c8b3b76204294a769ea5bf8f6e3fa59304523f	8/31/2022 16:03	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	1,000,000.00
USDC	0x1e8168b8dbdf2f3d590d2a81408639cbbb8acd88ee9455df2558ac06139b1cbf	9/8/2022 18:52	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	100,000.00
USDC	0x9b8b0e7f4bca0a039d21df84ab7dc855436969e229fb4e662205abccb79693d7	10/21/2022 18:15	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	250,000.00
USDC	0x16848699d786db0711de6b9b8b5db08eeabbb312bde76752d96dfcd2b461e7c	11/16/2022 18:12	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	50,000.00
USDC	0x84cf99aabcccc63ff6db0476426878f8883c6735bbdb8ee8fbc97c43c46d76c71	11/23/2022 21:46	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	50,000.00
USDC	0x94950b458cc5c10250b953f3d4cdef4b94c316c593017aaff7ba54cfb18b547	3/6/2023 16:07	Circle Internet Financial	Power Block Coin	0x1255F66836d7d9abEb7dfFaDE3d303c5C74f0822	50,000.00
Power Block Coin to Circle Internet Financial (USDC)						
USDC	0xdb5207f1c6b9500f6b9ef230bb8e300d502284c37bad7b3b613276f7fb26f80c	11/22/2021 15:58	Power Block Coin	Circle Internet Financial	0xA07D1A8c8ba035073C6e17Fdf0828187b9FB181C	1,000.00
USDC	0xa1cfda16224b45dd7a430d577cd9fd132f9275bdfac84219e05b81c99b3f21b	11/22/2021 17:03	Power Block Coin	Circle Internet Financial	0xA07D1A8c8ba035073C6e17Fdf0828187b9FB181C	999,000.00
USDC	0xa5b057f6e7fca212110f0a6ff772d9245d1e1c45f26f69277f6b2485935eca7a8	11/23/2021 16:55	Power Block Coin	Circle Internet Financial	0xA07D1A8c8ba035073C6e17Fdf0828187b9FB181C	4,000,000.00
USDC	0x914c1408086fc306ce8a13a6b184885fcb7e7854ec1d1caec8afa66afdc315db	11/26/2021 19:54	Power Block Coin	Circle Internet Financial	0xA07D1A8c8ba035073C6e17Fdf0828187b9FB181C	1,000,000.00
USDC	0xa60b4efa3c6000d24946ebcd759967d4fb83767c5d505c84bf03620814770a23	1/26/2022 23:17	Power Block Coin	Circle Internet Financial	0xA07D1A8c8ba035073C6e17Fdf0828187b9FB181C	1,750,000.00
USDC	0x706ee4a7514b127a52b6c6224acd0d7d2c633e0978c587f216324dff8e78c52	2/18/2022 21:35	Power Block Coin	Circle Internet Financial	0xA07D1A8c8ba035073C6e17Fdf0828187b9FB181C	1,000,000.00
USDC	0x7607b8aab58f249650a1db3708d603a92407b6188c4b4ad2dbc319d4eb615cd9	2/22/2022 20:57	Power Block Coin	Circle Internet Financial	0xA07D1A8c8ba035073C6e17Fdf0828187b9FB181C	4,000,000.00
USDC	0x374a254ae82cbaf34e9bad4b22d44a562070fa0ae6bbcb6f57f03c5ec849c2b5a	2/25/2022 15:58	Power Block Coin	Circle Internet Financial	0xA07D1A8c8ba035073C6e17Fdf0828187b9FB181C	1,500,000.00
USDC	0x7cae6f6697c704acd92edc34adeaf7f37c2e4766f416ab10a1a2514949a674	3/1/2022 22:33	Power Block Coin	Circle Internet Financial	0xA07D1A8c8ba035073C6e17Fdf0828187b9FB181C	1,000,000.00
USDC	0x11e75eea337923e5cfd6e5cf6ac6f6edb4e75b60532aa2cea1f9626df689b164	3/2/2022 17:19	Power Block Coin	Circle Internet Financial	0xA07D1A8c8ba035073C6e17Fdf0828187b9FB181C	5,000,000.00
USDC	0xd0a4916557b3ae7aff5fd4716aed85842d2ec434ebc279235e95cf764e256e13	3/11/2022 17:31	Power Block Coin	Circle Internet Financial	0xA07D1A8c8ba035073C6e17Fdf0828187b9FB181C	500,000.00
USDC	0x90e575ab75490a9a966a184adb0b905089c2ef0a77ef9f8083e14a33adc5c850	3/23/2022 16:57	Power Block Coin	Circle Internet Financial	0xA07D1A8c8ba035073C6e17Fdf0828187b9FB181C	2,000,000.00
USDC	0x7226b1ec47f41e8f6fec2e0915688a94217558f4834c2fdd7a962188be54eaa3	3/30/2022 15:22	Power Block Coin	Circle Internet Financial	0xA07D1A8c8ba035073C6e17Fdf0828187b9FB181C	3,500,000.00
USDC	0xe5e4c4d648ec1b99a6f899dc005f71df58ea52c81cfcb9c29b50689c9be59a6	7/6/2022 3:57	Power Block Coin	Circle Internet Financial	0xA07D1A8c8ba035073C6e17Fdf0828187b9FB181C	600,000.00

EXHIBIT 5

UNITED STATES BANKRUPTCY COURT

for the District of Utah

In re POWER BLOCK COIN, LLC

Case No. 24-bk-23041-JTM

Debtor.

Chapter 11

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: **Coinbase, Inc.**

(Name of person to whom the subpoena is directed)

■ **Production: YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

All of the documents described on the attached **Exhibit A**.

PLACE	DATE AND TIME
GREENBERG TRAURIG, LLP Attn: Abigail Stone 222 South Main St. Suite 1730 Salt Lake City, UT 84101 abigail.stone@gtlaw.com	<u>October 24, 2025, at 4:30 p.m. Mountain Time</u>

□ **Inspection of Premises: YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: October 6, 2025

CLERK OF COURT

OR

/s/ Abigail Stone
Attorney's Signature

The name, address, email address, and telephone number of the attorney representing the Official Committee of Unsecured Creditors for the Power Block Coin, LLC bankruptcy estate, who issues or requests this subpoena, is:

Abigail J. Stone
Greenberg Traurig, LLP
222 South Main St. Suite 1730
Salt Lake City, UT 84101
abigail.stone@gtlaw.com
801.478.6931

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

Definitions

1. “You” and “Your” means Coinbase, Inc. and any of its parents, subsidiaries, holding companies, affiliates, or related entities.
2. “Aaron Tilton” means the individual by that name who is the President of the Debtor.
3. “Brad Jones” means the individual by that name who is the CFO of the Debtor.
4. “Communication” includes every manner of transmitting or receiving facts, information, opinions, or thoughts (including, but not limited to: visually; orally; in writing; by digital, analog, electronic, magnetic, telephonic, or other mechanical means; or otherwise).
5. “Concerning,” “concern,” or any other derivative thereof, as used herein shall be construed as referring to, responding to, relating to, pertaining to, connected with, comprising, memorializing, commenting on, regarding, discussing, showing, describing, reflecting, analyzing, or constituting.
6. “Contract” shall mean (a) an agreement, oral or written, between two or more Persons which creates an obligation to do or not to do a particular thing, and (b) any Document which serves as proof of the obligation.
7. “Debtor” means Power Block Coin, L.L.C. d/b/a Smartfi, a Utah limited liability company.
8. “Document” means the original or a copy of any tangible thing from or on which Information can be stored, recorded, processed, transmitted, inscribed, or memorialized in any way by any means, regardless of technology or form and including, but not being limited to: accounting books or records; accounts; account statements; affidavits; agendas; agreements; analyses; applications; appointment books; appraisals; audio tapes; balance sheets; bordereaux; books; books or records of account; brochures; cables; calendars; catalogues; CD-ROMs; certificates; charts; circulars; compact discs; computer printouts; contracts; correspondence; data processing input and output; deeds; deposition transcripts; desk calendars; diaries; digital images; drafts; DVDs; DVD-ROMs; electrical recordings; electronically stored Information, e-mail Communications; evaluations; Excel spreadsheets; experiments; faxes; facsimiles; films; financial statements; floppy disks; guides; guidelines; hard copies of electronic, electrical, magnetic, or any other Communications not made on paper; hard disk drives; hearing transcripts; income statements; instant messages; interoffice Communications; journals; ledgers; letters; lists; logs; magazines; magazine articles; magnetic recordings; magnetic tapes; manuals; memoranda; microfilms; minutes; newspapers; newspaper articles; notations; notebooks; notes; objects; opinions; papers; photographs; policies; PowerPoint presentations; procedures; profit and loss statements; prospectuses; receipts; recordings; releases; reports; schedules; signature cards; sound recordings; spreadsheets; statements; statements of cash flow; statistical records; stock certificates;

summaries of accounts; summaries; tables; tabulations; tangible things; telecommunications; telegrams; telefaxes; telex messages; tests; text messages; titles; transcripts; videos; videotapes; websites; work papers; and any other writings, be they typewritten, handwritten, printed, stored in or on any form of electronic or magnetic media, or otherwise, and other records, recordings, or pictures of any kind or description. Each copy of a Document which contains any separate notations or writings thereon shall be deemed to be a separate Document for purposes of these requests. Any Document identified will include any Document, in draft or final form, either sent or received by You. This term also includes any Documents now or ever in Your possession, custody, or control, or available to You, Your attorneys, accountants, agents, representatives, employees, or associates, and specifically includes Documents kept by individuals in their desks, at home, or elsewhere.

9. “Information” shall be expansively construed and shall include, but not be limited to facts, data, opinions, images, impressions, concepts, and formulae.

10. “Person” means any natural person, firm, partnership, joint venture, corporation, or group of natural persons or such entities.

11. “Petition Date” means June 20, 2024.

12. “Relating to” means, directly or indirectly, refer to, mention, describe, pertain to, arise out of or in connection with, or in any way legally, logically, or factually connected with the matter discussed.

13. “Tom Retson” means the individual by the name Thomas P. Retson who is an insider of the Debtor.

14. When referring to a Person, the term “Identify” shall mean to give, to the extent known, the Person’s full name, present or last known address, present or last known telephone number, present or last known e-mail address, and when referring to a natural Person, additionally, the present or last known place of employment. Once a Person has been identified in accordance with this paragraph, only the name of that Person need be listed in response to subsequent discovery requesting the identification of that Person.

15. When referring to a Document, the term “Identify” shall mean to state the type of Document as defined herein, the subject matter thereof, the date thereof, by whom it was written or prepared, by whom it was signed, to whom it was sent, the present location (name and address of place) thereof, and the present custodian of the original or copies thereof, so that the Document is described in sufficient enough detail that it could be subject to a request for production of Documents under the applicable rules of civil procedure. If any such Document was, but no longer is, in Your possession or subject to Your control, state the disposition of the Document.

16. When referring to a Communication other than a Document, the term “Identify” shall mean to describe the Communication in such a manner that all the following Information is provided:

(a) Whether the Communication took place in Person, by telephone, via e-mail, or otherwise;

(b) If by telephone, the identity of the Person originating the call, the identity of the Person receiving the call, the identity of all other Persons participating in the Communication, and the location of each of those Persons at the time of the Communication; and the identity of all other Persons present within hearing of any party to the Communication;

(c) If by e-mail, the identity, including name and e-mail address, of the Person originating the e-mail; the identity or identities, including name and e-mail address, of all recipients, both intended and unintended, and including Persons to whom blind copies were sent, of the e-mail Communication; the date and time of the Communication; all replies to and forwards of the original Communication; the subject of the e-mail Communication; and the identity and physical location of the computer, network, or server from which the e-mail was sent;

(d) If in Person, the identity of all Persons present during the Communication and the location of the Communication;

(e) The date and time of the Communication;

(f) To the best of Your recollection, what was said by each party to the Communication; and

(g) The identity of the custodian of any Document that recorded, summarized, or Concerned the Communication.

17. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this discovery request all responses that might otherwise be construed to be outside of its scope.

18. The words “any,” “all,” and “each” shall be construed as necessary to bring within the scope of this discovery request all responses that might otherwise be construed to be outside of its scope.

19. The use of the singular form of any word includes the plural and vice versa.

20. The use of the masculine form of any word includes the feminine form and the neuter form, and vice versa.

Instructions

1. In responding to this Document request, furnish all Information which is available to You, including Information in the possession of Your agents, representatives, employees, investigators, attorneys, or anyone acting on their behalf or on Your behalf, and not merely such Information known of Your own knowledge. If You are unable to locate any requested Document after exercising due diligence to secure the requested Document, so state.

2. This Document request is continuing so as to require supplementary Documents if additional Information or Documents hereafter are obtained or discovered which may augment or

otherwise modify the Information that You provide and Documents that You produce. Supplementary Documents are to be served within 10 days after receipt or discovery of such Information or Documents.

3. If any Document is not produced under a claim of privilege, for each such Document Identify the nature of the privilege (including work product) that is being claimed, indicate the Document request to which the Document is responsive, and provide the following Information, unless divulgence of such Information would cause disclosure of the allegedly privileged Information: (1) the type of Document; (2) the general subject matter of the Document; (3) the date of the Document; and (4) such other Information as is sufficient to Identify the Document for a subpoena *duces tecum*, including, where appropriate, the author of the Document, the addressee of the Document, and, where not apparent, the relationship of the author and the addressee to each other.

4. In the event that any Document called for has been destroyed, discarded, or otherwise disposed of, Identify the Document by stating its: (a) author or preparer; (b) addressee(s); (c) indicated or blind copies; (d) date; (e) subject matter; (f) number of pages; (g) attachments or appendices; (h) all Persons to whom it was distributed or shown; (i) date of destruction or other disposition; (j) manner of destruction or other disposition; (k) reason for destruction or other disposition; (l) Person destroying or disposing of the Document; and (m) the Document request or requests to which the Document is responsive.

5. 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 labeled to correspond to the appropriate request herein.

REQUESTED DOCUMENTS

1. All Documents and Communications Concerning any cryptocurrency accounts or wallets stored or held by You or on Your platform that belong to the Debtor or the Debtor's officers, including but not limited to Aaron Tilton, Brad Jones, and Tom Retson, including any transactions, deposits, and/or withdrawals from these wallets from June 2020 through the present.

2. To the extent not covered in the previous request, all Documents and Communications Concerning the cryptocurrency transactions, deposits, and/or withdrawals concerning the Debtor from June 2020 through the present as listed on **Exhibit 1**.

EXHIBIT 1

In re: Power Block Coin LLC

Schedule of Transfers Between Power Block Coin and Coinbase

Asset	Transaction Hash	Date / Time (UTC)	Sender	Receipient	Receiving Address	Asset Amount
USDC	0xb8d0feb8bc77c8a480980f747bb876d45c58d2d56b293408e43f8607ddee1930	6/8/2022 12:35	Power Block Coin	Coinbase	0x004E08eF4428eb2d7773b9737d780405A0E77657	23,112.2957
USDC	0xa199d081729adb644a2f9b91c8920d66ecc3e876b16fd4dcd1bc6d2237cee06	6/25/2022 21:46	Power Block Coin	Coinbase	0x004E08eF4428eb2d7773b9737d780405A0E77657	5,811.3090
USDC	0x5095303db78f8c532358fa6f381c99055955c30368ec14278b7557236b39958	6/29/2022 20:15	Power Block Coin	Coinbase	0x7CdAc1F413Da0601600c90624be7f9c0af54ba57	7,500.0000
USDC	0x21986c5047da4ac39a5a4a1f60dd9b9b6bc9f413a9592c413c5aa91b2aa50a8e	7/22/2022 20:59	Power Block Coin	Coinbase	0x1d489fD5232b35eB883C22C037F6f1E27AD23693	2,500.0000
USDC	0x4d9de085f94d31bd8ff35533e0c533e3e6e96f13498671fc610e2b17388b2f60	7/28/2022 20:07	Power Block Coin	Coinbase	0x3ED81210e080d27fe0B3bf653de7e0597F513981	9,960.0087
USDC	0x7f3c83a225c86562c3cbe44e0eb6516ebd45a8612279724f1079e43038218406	7/30/2022 22:01	Power Block Coin	Coinbase	0xea25316d197a1F2D34f47A8143D19fdEE189503	8,200.0000
USDC	0xe802d5af3eda04a764c8542f0898c237ca2833d7313fa813f53819492e609af6	8/10/2022 18:19	Power Block Coin	Coinbase	0x3ED81210e080d27fe0B3bf653de7e0597F513981	14,957.5000
USDC	0x8978f685d78f6ebdd5375473fa497f09ff618157c9569634cf55c48ddc1c0bb	8/12/2022 20:57	Power Block Coin	Coinbase	0x294857F4B7a3fCe01B715766c8ECF8aF7C8BD381a	30,000.0000
USDC	0x421517b17c1248af86e9fec3f2235c6fd0f53a132b9ab93c752d9cd9d5b51bb7	8/17/2022 19:56	Power Block Coin	Coinbase	0xea25316d197a1F2D34f47A8143D19fdEE189503	2,000.0000
USDC	0x811f212aaf51b2a2a76b14e1e0d0a36165f8a78706e4eebb6f232369e73b0ea0	9/12/2022 19:01	Power Block Coin	Coinbase	0x004E08eF4428eb2d7773b9737d780405A0E77657	19,501.3233
USDC	0x07428d97f4cc6f6b742e0850134476ae72270055a4017bfd79ea78ba3cf7d301	9/25/2022 17:59	Power Block Coin	Coinbase	0xea25316d197a1F2D34f47A8143D19fdEE189503	1,500.0000
USDC	0x33c71a4a247c752da338e0e0044e38f67c38181f3f9ec3f20063522da747b289	10/8/2022 17:19	Power Block Coin	Coinbase	0x18730Cc80CF9211709759d17A50562cBF96850E7	6,600.0000
USDC	0x6441c78a7a886db6e4402ce455b2113c88cb46f3d3148af1fe63f0a06afae9df	10/15/2022 13:52	Power Block Coin	Coinbase	0x004E08eF4428eb2d7773b9737d780405A0E77657	14,695.4403
USDC	0xa0892f7a6ce8457c3a12f702d2255bda246d6a4c438d15ad054ba02e756b4100	10/29/2022 15:24	Power Block Coin	Coinbase	0x70ff590ad6373D5eE4CA0336Ce1E73F46d94F309	2,000.0000
USDC	0x41598b88c03d7e770210bf2ce7d0730aef8ed3e9067bd3af4023e824034231a9	11/9/2022 13:04	Power Block Coin	Coinbase	0x004E08eF4428eb2d7773b9737d780405A0E77657	17,231.0000
USDC	0x371a40953ed9c5086befd17e1294f37ccacfd1eff3e0b43f1ea420cc4aee47f	11/13/2022 16:03	Power Block Coin	Coinbase	0x70ff590ad6373D5eE4CA0336Ce1E73F46d94F309	700.0000
USDC	0x061b8cefd2cb7361071af2c922d1025f3890f123036ab491ffbd7a720dd55bb3	12/1/2022 19:47	Power Block Coin	Coinbase	0x6Aa00B5dF500dB1B2c01f66B40755921376c8CCc	25.0000
USDC	0x3343d266d7223dfa77667725a3c0939a81b16cf0592fb7bd93f5657207c59b18	12/2/2022 21:39	Power Block Coin	Coinbase	0x450e4D15E59d43e5Ea0635319e2CA3226E33cF7D	35,000.0000
USDC	0x5807bf73cb40294775d5481946c57282bbb6c2d2da42ada13fa2d2a49f001684	1/5/2023 21:54	Power Block Coin	Coinbase	0xA5739420C32b86c1e5054e4E68c426D35E9393fE	14,995.0000
USDC	0xd44fbef019de5efea07a64c998826bb065702fe17606185c332eebe4d34b56bb	1/8/2023 1:54	Power Block Coin	Coinbase	0xA5739420C32b86c1e5054e4E68c426D35E9393fE	6,995.0000
USDC	0x8f50e6358d6db6223c7994a6a0654ea8b884eb7728381b470f1779b597ec2f31	3/5/2023 4:26	Power Block Coin	Coinbase	0x3001970Ee813ff823732bE9FE33781B2EDBB58f7	1,000.0000
USDC	0x6f23d0d0ddb34ec86af045d32378ba2db4d7f8a72832563101ecd3a08c1ec0b7	3/6/2023 17:28	Power Block Coin	Coinbase	0x3001970Ee813ff823732bE9FE33781B2EDBB58f7	98,990.0000
USDC	0xcbf6f8b826d94be74e7771e0545ff67e7f0e58e09c61b14399503b34b7ddaf1	6/18/2023 20:47	Power Block Coin	Coinbase	0x3001970Ee813ff823732bE9FE33781B2EDBB58f7	1,314.4400

EXHIBIT 6

UNITED STATES BANKRUPTCY COURT

for the District of Utah

In re POWER BLOCK COIN, LLC

Case No. 24-bk-23041-JTM

Debtor.

Chapter 11

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: **Fireblocks, Inc.**

(Name of person to whom the subpoena is directed)

■ **Production: YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

All of the documents described on the attached **Exhibit A**.

PLACE	DATE AND TIME
GREENBERG TRAURIG, LLP Attn: Abigail Stone 222 South Main St. Suite 1730 Salt Lake City, UT 84101 abigail.stone@gtlaw.com	<u>October 24, 2025, at 4:30 p.m. Mountain Time</u>

□ **Inspection of Premises: YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: October 6, 2025

CLERK OF COURT

OR

/s/ Abigail Stone
Attorney's Signature

The name, address, email address, and telephone number of the attorney representing the Official Committee of Unsecured Creditors for the Power Block Coin, LLC bankruptcy estate, who issues or requests this subpoena, is:

Abigail J. Stone
Greenberg Traurig, LLP
222 South Main St. Suite 1730
Salt Lake City, UT 84101
abigail.stone@gtlaw.com
801.478.6931

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.*

These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

Definitions

1. “You” and “Your” means Fireblocks, Inc. and any of its parents, subsidiaries, holding companies, affiliates, or related entities.
2. “Aaron Tilton” means the individual by that name who is the President of the Debtor.
3. “Brad Jones” means the individual by that name who is the CFO of the Debtor.
4. “Communication” includes every manner of transmitting or receiving facts, Information, opinions, or thoughts (including, but not limited to: visually; orally; in writing; by digital, analog, electronic, magnetic, telephonic, or other mechanical means; or otherwise).
5. “Concerning,” “concern,” or any other derivative thereof, as used herein shall be construed as referring to, responding to, Relating to, pertaining to, connected with, comprising, memorializing, commenting on, regarding, discussing, showing, describing, reflecting, analyzing, or constituting.
6. “Contract” shall mean (a) an agreement, oral or written, between two or more Persons which creates an obligation to do or not to do a particular thing, and (b) any Document which serves as proof of the obligation.
7. “Debtor” means Power Block Coin, L.L.C. d/b/a Smartfi, a Utah limited liability company.
8. “Document” means the original or a copy of any tangible thing from or on which Information can be stored, recorded, processed, transmitted, inscribed, or memorialized in any way by any means, regardless of technology or form and including, but not being limited to: accounting books or records; accounts; account statements; affidavits; agendas; agreements; analyses; applications; appointment books; appraisals; audio tapes; balance sheets; bordereaux; books; books or records of account; brochures; cables; calendars; catalogues; CD-ROMs; certificates; charts; circulars; compact discs; computer printouts; contracts; correspondence; data processing input and output; deeds; deposition transcripts; desk calendars; diaries; digital images; drafts; DVDs; DVD-ROMs; electrical recordings; electronically stored Information, e-mail Communications; evaluations; Excel spreadsheets; experiments; faxes; facsimiles; films; financial statements; floppy disks; guides; guidelines; hard copies of electronic, electrical, magnetic, or any other Communications not made on paper; hard disk drives; hearing transcripts; income statements; instant messages; interoffice Communications; journals; ledgers; letters; lists; logs; magazines; magazine articles; magnetic recordings; magnetic tapes; manuals; memoranda; microfilms; minutes; newspapers; newspaper articles; notations; notebooks; notes; objects; opinions; papers; photographs; policies; PowerPoint presentations; procedures; profit and loss statements; prospectuses; receipts; recordings; releases; reports; schedules; signature cards; sound recordings; spreadsheets; statements; statements of cash flow; statistical records; stock certificates;

summaries of accounts; summaries; tables; tabulations; tangible things; telecommunications; telegrams; telefaxes; telex messages; tests; text messages; titles; transcripts; videos; videotapes; websites; work papers; and any other writings, be they typewritten, handwritten, printed, stored in or on any form of electronic or magnetic media, or otherwise, and other records, recordings, or pictures of any kind or description. Each copy of a Document which contains any separate notations or writings thereon shall be deemed to be a separate Document for purposes of these requests. Any Document identified will include any Document, in draft or final form, either sent or received by You. This term also includes any Documents now or ever in Your possession, custody, or control, or available to You, Your attorneys, accountants, agents, representatives, employees, or associates, and specifically includes Documents kept by individuals in their desks, at home, or elsewhere.

9. “Information” shall be expansively construed and shall include, but not be limited to facts, data, opinions, images, impressions, concepts, and formulae.

10. “Person” means any natural person, firm, partnership, joint venture, corporation, or group of natural persons or such entities.

11. “Petition Date” means June 20, 2024.

12. “Relating to” means, directly or indirectly, refer to, mention, describe, pertain to, arise out of or in connection with, or in any way legally, logically, or factually connected with the matter discussed.

13. “Tom Retson” means the individual by the name Thomas P. Retson who is an insider of the Debtor.

14. When referring to a Person, the term “Identify” shall mean to give, to the extent known, the Person’s full name, present or last known address, present or last known telephone number, present or last known e-mail address, and when referring to a natural Person, additionally, the present or last known place of employment. Once a Person has been identified in accordance with this paragraph, only the name of that Person need be listed in response to subsequent discovery requesting the identification of that Person.

15. When referring to a Document, the term “Identify” shall mean to state the type of Document as defined herein, the subject matter thereof, the date thereof, by whom it was written or prepared, by whom it was signed, to whom it was sent, the present location (name and address of place) thereof, and the present custodian of the original or copies thereof, so that the Document is described in sufficient enough detail that it could be subject to a request for production of Documents under the applicable rules of civil procedure. If any such Document was, but no longer is, in Your possession or subject to Your control, state the disposition of the Document.

16. When referring to a Communication other than a Document, the term “Identify” shall mean to describe the Communication in such a manner that all the following Information is provided:

(a) Whether the Communication took place in Person, by telephone, via e-mail, or otherwise;

(b) If by telephone, the identity of the Person originating the call, the identity of the Person receiving the call, the identity of all other Persons participating in the Communication, and the location of each of those Persons at the time of the Communication; and the identity of all other Persons present within hearing of any party to the Communication;

(c) If by e-mail, the identity, including name and e-mail address, of the Person originating the e-mail; the identity or identities, including name and e-mail address, of all recipients, both intended and unintended, and including Persons to whom blind copies were sent, of the e-mail Communication; the date and time of the Communication; all replies to and forwards of the original Communication; the subject of the e-mail Communication; and the identity and physical location of the computer, network, or server from which the e-mail was sent;

(d) If in Person, the identity of all Persons present during the Communication and the location of the Communication;

(e) The date and time of the Communication;

(f) To the best of Your recollection, what was said by each party to the Communication; and

(g) The identity of the custodian of any Document that recorded, summarized, or Concerned the Communication.

17. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this discovery request all responses that might otherwise be construed to be outside of its scope.

18. The words “any,” “all,” and “each” shall be construed as necessary to bring within the scope of this discovery request all responses that might otherwise be construed to be outside of its scope.

19. The use of the singular form of any word includes the plural and vice versa.

20. The use of the masculine form of any word includes the feminine form and the neuter form, and vice versa.

Instructions

1. In responding to this Document request, furnish all Information which is available to You, including Information in the possession of Your agents, representatives, employees, investigators, attorneys, or anyone acting on their behalf or on Your behalf, and not merely such Information known of Your own knowledge. If You are unable to locate any requested Document after exercising due diligence to secure the requested Document, so state.

2. This Document request is continuing so as to require supplementary Documents if additional Information or Documents hereafter are obtained or discovered which may augment or

otherwise modify the Information that You provide and Documents that You produce. Supplementary Documents are to be served within 10 days after receipt or discovery of such Information or Documents.

3. If any Document is not produced under a claim of privilege, for each such Document Identify the nature of the privilege (including work product) that is being claimed, indicate the Document request to which the Document is responsive, and provide the following Information, unless divulgence of such Information would cause disclosure of the allegedly privileged Information: (1) the type of Document; (2) the general subject matter of the Document; (3) the date of the Document; and (4) such other Information as is sufficient to Identify the Document for a subpoena *duces tecum*, including, where appropriate, the author of the Document, the addressee of the Document, and, where not apparent, the relationship of the author and the addressee to each other.

4. In the event that any Document called for has been destroyed, discarded, or otherwise disposed of, Identify the Document by stating its: (a) author or preparer; (b) addressee(s); (c) indicated or blind copies; (d) date; (e) subject matter; (f) number of pages; (g) attachments or appendices; (h) all Persons to whom it was distributed or shown; (i) date of destruction or other disposition; (j) manner of destruction or other disposition; (k) reason for destruction or other disposition; (l) Person destroying or disposing of the Document; and (m) the Document request or requests to which the Document is responsive.

5. 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 labeled to correspond to the appropriate request herein.

REQUESTED DOCUMENTS

1. All Documents and Communications Concerning any cryptocurrency accounts or wallets stored, managed, or held by You or on Your platform that belong to the Debtor or the Debtor's officers, including but not limited to Aaron Tilton, Brad Jones, and Tom Retson, including any transactions, deposits, and/or withdrawals from these wallets from June 2020 through the present.

EXHIBIT 7

UNITED STATES BANKRUPTCY COURT

for the District of Utah

In re POWER BLOCK COIN, LLC

Case No. 24-bk-23041-JTM

Debtor.

Chapter 11

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: **Gold Standard Corporation AG c/o AlixPartners, LLP**

(Name of person to whom the subpoena is directed)

■ **Production: YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

All of the documents described on the attached **Exhibit A**.

PLACE	DATE AND TIME
GREENBERG TRAURIG, LLP Attn: Abigail Stone One Vanderbilt Avenue New York, NY 10017 abigail.stone@gtlaw.com	<u>October 24, 2025, at 4:30 p.m. Mountain Time</u>

□ **Inspection of Premises: YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: October 6, 2025

CLERK OF COURT

OR

/s/ Abigail Stone
Attorney's Signature

The name, address, email address, and telephone number of the attorney representing the Official Committee of Unsecured Creditors for the Power Block Coin, LLC bankruptcy estate, who issues or requests this subpoena, is:

Abigail J. Stone
Greenberg Traurig, LLP
222 South Main St. Suite 1730
Salt Lake City, UT 84101
abigail.stone@gtlaw.com
801.478.6931

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

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(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

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(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

Definitions

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3. “Brad Jones” means the individual by that name who is the CFO of the Debtor.
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5. “Concerning,” “concern,” or any other derivative thereof, as used herein shall be construed as referring to, responding to, Relating to, pertaining to, connected with, comprising, memorializing, commenting on, regarding, discussing, showing, describing, reflecting, analyzing, or constituting.
6. “Contract” shall mean (a) an agreement, oral or written, between two or more Persons which creates an obligation to do or not to do a particular thing, and (b) any Document which serves as proof of the obligation.
7. “Debtor” means Power Block Coin, L.L.C. d/b/a Smartfi, a Utah limited liability company.
8. “Document” means the original or a copy of any tangible thing from or on which Information can be stored, recorded, processed, transmitted, inscribed, or memorialized in any way by any means, regardless of technology or form and including, but not being limited to: accounting books or records; accounts; account statements; affidavits; agendas; agreements; analyses; applications; appointment books; appraisals; audio tapes; balance sheets; bordereaux; books; books or records of account; brochures; cables; calendars; catalogues; CD-ROMs; certificates; charts; circulars; compact discs; computer printouts; contracts; correspondence; data processing input and output; deeds; deposition transcripts; desk calendars; diaries; digital images; drafts; DVDs; DVD-ROMs; electrical recordings; electronically stored Information, e-mail Communications; evaluations; Excel spreadsheets; experiments; faxes; facsimiles; films; financial statements; floppy disks; guides; guidelines; hard copies of electronic, electrical, magnetic, or any other Communications not made on paper; hard disk drives; hearing transcripts; income statements; instant messages; interoffice Communications; journals; ledgers; letters; lists; logs; magazines; magazine articles; magnetic recordings; magnetic tapes; manuals; memoranda; microfilms; minutes; newspapers; newspaper articles; notations; notebooks; notes; objects; opinions; papers; photographs; policies; PowerPoint presentations; procedures; profit and loss statements; prospectuses; receipts; recordings; releases; reports; schedules; signature cards; sound recordings; spreadsheets; statements; statements of cash flow; statistical records; stock certificates;

summaries of accounts; summaries; tables; tabulations; tangible things; telecommunications; telegrams; telefaxes; telex messages; tests; text messages; titles; transcripts; videos; videotapes; websites; work papers; and any other writings, be they typewritten, handwritten, printed, stored in or on any form of electronic or magnetic media, or otherwise, and other records, recordings, or pictures of any kind or description. Each copy of a Document which contains any separate notations or writings thereon shall be deemed to be a separate Document for purposes of these requests. Any Document identified will include any Document, in draft or final form, either sent or received by You. This term also includes any Documents now or ever in Your possession, custody, or control, or available to You, Your attorneys, accountants, agents, representatives, employees, or associates, and specifically includes Documents kept by individuals in their desks, at home, or elsewhere.

9. “Information” shall be expansively construed and shall include, but not be limited to facts, data, opinions, images, impressions, concepts, and formulae.

10. “Person” means any natural person, firm, partnership, joint venture, corporation, or group of natural persons or such entities.

11. “Petition Date” means June 20, 2024.

12. “Relating to” means, directly or indirectly, refer to, mention, describe, pertain to, arise out of or in connection with, or in any way legally, logically, or factually connected with the matter discussed.

13. “Tom Retson” means the individual by the name Thomas P. Retson who is an insider of the Debtor.

14. When referring to a Person, the term “Identify” shall mean to give, to the extent known, the Person’s full name, present or last known address, present or last known telephone number, present or last known e-mail address, and when referring to a natural Person, additionally, the present or last known place of employment. Once a Person has been identified in accordance with this paragraph, only the name of that Person need be listed in response to subsequent discovery requesting the identification of that Person.

15. When referring to a Document, the term “Identify” shall mean to state the type of Document as defined herein, the subject matter thereof, the date thereof, by whom it was written or prepared, by whom it was signed, to whom it was sent, the present location (name and address of place) thereof, and the present custodian of the original or copies thereof, so that the Document is described in sufficient enough detail that it could be subject to a request for production of Documents under the applicable rules of civil procedure. If any such Document was, but no longer is, in Your possession or subject to Your control, state the disposition of the Document.

16. When referring to a Communication other than a Document, the term “Identify” shall mean to describe the Communication in such a manner that all the following Information is provided:

(a) Whether the Communication took place in Person, by telephone, via e-mail, or otherwise;

(b) If by telephone, the identity of the Person originating the call, the identity of the Person receiving the call, the identity of all other Persons participating in the Communication, and the location of each of those Persons at the time of the Communication; and the identity of all other Persons present within hearing of any party to the Communication;

(c) If by e-mail, the identity, including name and e-mail address, of the Person originating the e-mail; the identity or identities, including name and e-mail address, of all recipients, both intended and unintended, and including Persons to whom blind copies were sent, of the e-mail Communication; the date and time of the Communication; all replies to and forwards of the original Communication; the subject of the e-mail Communication; and the identity and physical location of the computer, network, or server from which the e-mail was sent;

(d) If in Person, the identity of all Persons present during the Communication and the location of the Communication;

(e) The date and time of the Communication;

(f) To the best of Your recollection, what was said by each party to the Communication; and

(g) The identity of the custodian of any Document that recorded, summarized, or Concerned the Communication.

17. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this discovery request all responses that might otherwise be construed to be outside of its scope.

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19. The use of the singular form of any word includes the plural and vice versa.

20. The use of the masculine form of any word includes the feminine form and the neuter form, and vice versa.

Instructions

1. In responding to this Document request, furnish all Information which is available to You, including Information in the possession of Your agents, representatives, employees, investigators, attorneys, or anyone acting on their behalf or on Your behalf, and not merely such Information known of Your own knowledge. If You are unable to locate any requested Document after exercising due diligence to secure the requested Document, so state.

2. This Document request is continuing so as to require supplementary Documents if additional Information or Documents hereafter are obtained or discovered which may augment or

otherwise modify the Information that You provide and Documents that You produce. Supplementary Documents are to be served within 10 days after receipt or discovery of such Information or Documents.

3. If any Document is not produced under a claim of privilege, for each such Document Identify the nature of the privilege (including work product) that is being claimed, indicate the Document request to which the Document is responsive, and provide the following Information, unless divulgence of such Information would cause disclosure of the allegedly privileged Information: (1) the type of Document; (2) the general subject matter of the Document; (3) the date of the Document; and (4) such other Information as is sufficient to Identify the Document for a subpoena *duces tecum*, including, where appropriate, the author of the Document, the addressee of the Document, and, where not apparent, the relationship of the author and the addressee to each other.

4. In the event that any Document called for has been destroyed, discarded, or otherwise disposed of, Identify the Document by stating its: (a) author or preparer; (b) addressee(s); (c) indicated or blind copies; (d) date; (e) subject matter; (f) number of pages; (g) attachments or appendices; (h) all Persons to whom it was distributed or shown; (i) date of destruction or other disposition; (j) manner of destruction or other disposition; (k) reason for destruction or other disposition; (l) Person destroying or disposing of the Document; and (m) the Document request or requests to which the Document is responsive.

5. 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 labeled to correspond to the appropriate request herein.

REQUESTED DOCUMENTS

1. All Documents and Communications Concerning any cryptocurrency accounts or wallets stored or held by You or on Your platform that belong to the Debtor or the Debtor's officers, including but not limited to Aaron Tilton, Brad Jones, and Tom Retson, including any transactions, deposits, and/or withdrawals from these wallets from June 2020 through the present.

2. To the extent not covered in the previous request, all Documents and Communications Concerning the cryptocurrency transactions, deposits, and/or withdrawals from June 2020 through the present as listed on **Exhibit 1**.

EXHIBIT 1

In re: Power Block Coin LLC

Schedule of Transfers Between Power Block Coin and GS Partners et al.

Asset	Transaction Hash	Date / Time (UTC)	Sending Address (Debtor) ¹	Receiving Address (GS Partners)	Asset Amount
USDT	0x3b381bc96f93607b6fac9fad9549fe073d24568db0d6a775b599da41ed8cf382	7/31/23 20:10	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	150,000.00
USDT	0x726e8c950d505ae5d0121b24d9678e4c90fb422131189f1e547d758991ed5743	8/1/23 20:58	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	50,000.00
USDT	0xf3e8d3f326a7816b0fa398a3954492c4d60700e6329a1ae4509c2abb3673cb3	8/1/23 22:34	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	100,000.00
USDT	0xbad3e007fde517c7c257fb9201b15ba549bf01768101e8e9fa74409a4fc2d2f	8/1/23 22:34	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	150,000.00
USDT	0xfdd6db187f278c4e8df779a84cc01f1b1f8698f37ffa67ed4b917ab5bba4e6e9c	8/2/23 19:31	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	50,000.00
USDT	0xbd8eba593eab2c9aefc32c0d1be4f5fdb59409502e0c8471b321362e18ff190e	8/2/23 20:21	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	90,000.00
USDT	0x8fc87c77db4e6894cc11f304cbc638cc97880ae95753196fa110b7feb535c122	8/3/23 18:33	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	140,000.00
USDT	0x2486d2ddd38a133d825349499b24f9e95c161f795bb6153b4640ecbbc4d5bf69	8/4/23 19:24	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	100,000.00
USDT	0x9f9ca9a226d00989c62a422f67e602a7553c9018a9a65db1f482c0948c624b5a	8/4/23 22:15	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	75,000.00
USDT	0x3ad814cd84baf6c79b665732a3e3ede47c6cb4318e354c8e52e78499b8e0652	8/5/23 14:12	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	100,000.00
USDT	0x02aec223f8d5c69404b3e7d7d52814712189aadcd03a10a6b3fc036628aaa1a5	8/7/23 18:59	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	65,000.00
USDT	0x3f7f7c9e41e82212cf24a9b5e64c6fddbd10c8e1105593ce03fb483e48a90e7c7	8/7/23 18:59	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	75,000.00
USDT	0xca94286e3eccf02beaa58a733cf9ba7be0eb2844240123d8554c21de5a070836	8/7/23 21:36	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	100,000.00
USDT	0xaeae86519c1b7f866ae0f4feb9bc0e48064270328b97c1897aae1589c6a4e9ea	8/8/23 17:39	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	100,000.00
USDT	0x6f66d1666b069d545d15d78a9005c3b9d054a5eb9a4f812a63cbe33256c1796f	8/8/23 20:59	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	200,000.00
USDT	0x2012c597127699dadbd5e42a8096be020cd58f66f402bcb88c9a1243a69f596a	8/9/23 2:19	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	50,000.00
USDT	0x7a3bac091a723d84fd646881b12092f0cb729b2b02c386d5ba86caa1ad3685b0	8/9/23 18:28	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	75,000.00
USDT	0x5ad68224a0f0d5717fd555456cb71bf7920eba603bd7989fe52088f116917d19	8/9/23 20:26	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	100,000.00
USDT	0x274af78f9c70f693931e8506dcbbbe17c743cc4f0147ad81af6fd568cce2d32	8/10/23 20:27	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	110,000.00
USDT	0x2af51fc6750052ac9ea9ed260e3be39baec96f3960b2c0b07c2516c8a3a831ab	8/10/23 20:59	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	90,000.00
USDT	0x6939528071b629c8850881c68ba8c2f13d2d233341dce7af8e993133cf88f77d	8/11/23 18:34	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	100,000.00
USDT	0x1fc86b16ca6064b4ab6254690f88b7574e3c0c4229f6b5a5b2e70764b3d18aa6	8/11/23 20:06	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	100,000.00
USDT	0x12b33bd1b5e17555f2eebfbd01150c560d44d8f926eb7d3532ab656e20f43e2ae	8/11/23 20:07	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	500,000.00
USDT	0x2432c5e8bbcc00ce196458d7ac9a8c38c3498e3f9cf09dc8b125f25689ad9ead	8/11/23 20:07	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	400,000.00
USDT	0x8eeca49559fcd6d79f54ab54598a8f742e3593fa9e6f4f3eb48ea4aa6ba60	8/11/23 22:31	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	200,000.00
USDT	0x72a62162752e04783d13e9cedf8abfaaa16adeb0fe9171c43625f2d315f3a2ef	8/14/23 19:05	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	65,000.00
USDT	0x18e300c33c01ed2328854f683c8a41e7545903d3f158f28e9f2666b7e1efed99	8/14/23 23:35	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	190,000.00
USDT	0x2921a67e292f663b80d4f2c2d00c4f91e354dd41ec21659d103ff386645c17d6	8/15/23 0:46	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	290,000.00
USDT	0x4ff90564f10282ed6b4fb6fde81900b822db69a71c86f93de41ebef2c24235	8/15/23 18:58	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	170,000.00
USDT	0x00049a916817c587b8fb495ed695ecbb79a9f15c0d2608691ab88b5e91df52b	8/15/23 20:59	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	110,000.00
USDT	0x532377ba8fe15658395ed1ab7b0621419fc23402a462d3e94fd4b42359b1612e	8/16/23 4:27	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	450,000.00
USDT	0x1a3ad83a91b168d1c72476a3c6ee64aeb848249abe9d5dd4ede0fd2bf48df182	8/18/23 19:20	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	240,000.00
USDT	0xc2a297da9670d601a140808a64496222288cc7b35cf8b4868ab15ab76e78a8e9	8/18/23 22:40	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	230,000.00
USDT	0xe888cff19660fa56fa5e065120b197c4e501cc70276080adea862c4033db52a6	8/22/23 20:43	0x1255f66836d7d9abeb7dffade3d303c5c74f0822	0x179Abbf673bF8C728dE79e82791B5dce78d75cf1	6,400.00

Note:

1 Sending address described as "Multiple" include multi-input UTXO transactions.