**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

SUI FOUNDATION, LTD. d/b/a DEEPBOOK, a British Virgin Islands business company,

CASE NO. 2026-11531- CA 01

Plaintiff,

v.

DOE NOS. 1–25,

Defendants.
_______________________________________/

PLAINTIFF'S EMERGENCY EX PARTE MOTION FOR PRELIMINARY INJUNCTIVE RELIEF WITHOUT NOTICE

COMES NOW, Plaintiff, SUI FOUNDATION, LTD. d/b/a DEEPBOOK (hereinafter "Plaintiff" or "DeepBook"), by and through the undersigned counsel, and pursuant to Florida Rule of Civil Procedure 1.610, submits this Emergency Ex Parte Motion for Injunctive Relief without Notice ("Motion") against Defendants DOE NOS. 1–25, and in support states as follows:

INTRODUCTION

Plaintiff files this Motion in conjunction with the instant action against Defendants alleging causes of action for Conversion, Unjust Enrichment and Imposition of Constructive Trust, and Declaratory Judgment. The Complaint alleges that Defendants engaged in a coordinated scheme to exploit a vulnerability within the DeepBook Margin Protocol and wrongfully obtain digital assets belonging to Plaintiff. Through a series of manipulative transactions commonly referred to as wash trades, Defendants extracted approximately 236,144.58 USDC and 5,608.49 SUI, resulting in total losses to the protocol of approximately 283,604 USDC.

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Immediately following discovery of the exploit, Plaintiff retained blockchain forensic investigators to analyze the exploit, identify the wallets involved in the attack, trace the movement of the stolen assets, and determine the source and destination of the misappropriated funds. The investigation successfully reconstructed the flow of assets associated with the exploit and identified multiple wallets utilized by Defendants to facilitate the theft, movement, concealment, laundering, and retention of the stolen assets. According to the forensic investigation, Defendants transferred the stolen assets through multiple intermediary wallets, moved a substantial portion of the stolen assets from the Sui blockchain to the Ethereum blockchain through a cross-chain bridge, and ultimately consolidated the stolen assets into wallets controlled by Defendants. The investigation further established a continuous tracing path from the exploit transactions through intermediary wallets and into wallets presently containing assets derived from the theft. Based on the investigation, Plaintiff has traced the stolen assets to wallets controlled by Defendants, including but not limited to the following wallets identified in the forensic report located at:

- Coinex Wallet 1:
  0xc880e710b4c0dc2634e8191c152d7fcd59588e09fe81c270b707b7b79d86fdea

- Coinex accounts associated with the following three withdrawal transactions:

   - digest = ByH2gTNz7yAAJP2LsGPY5FPF7ob2mGSPwrgLSuteJcZN
   - digest = H96FPUb6pJ5r24Xf4yvM8Q15qQcGanjxdhk458JV2hx6
   - digest = RZe7A3Z4hzMwFo2x3hdvCRUsPbaFdwUR7KGr53yKtuM

- Unhosted Sui Wallets:

  Actor Sui Wallet 1:
  0x44d5293f2b4c2eedf16a873aa2f6a016e44e4dade6db7c9ed926a8d3ad4e8da7

  Actor Sui Wallet 2:
  0xee7c1a66286ac5c194072801935ffcc3e10c3f514b298549a4d06b6a3d82e7f8

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Actor Sui Wallet 3:
0x73904852f5edc15bbbbe641fd436301cae02c6e229e9d781ada2a6d3788e7e49

- Unhosted Ethereum Wallets:

  Actor Ethereum Wallet 1: 0x4c9a14620ed8516238f0d6b9745d637d1609b1a1
  Actor Ethereum Wallet 2: 0xfff00112e3fdA3d5C1CCA51bB05Df11822AdD924
- Near Intents Wallet 1: 0xe2cf1a6c2c6025b9a7bbc1d265fc0c571a6f9450 (associated transaction
  hashes: 0x9980a1cfa2c8cd8dc281e668f08b1b44631aded2ad6bed55c82e8baa30efd399)

- Near Intents Wallet 2: 0xa3d2873169ea577dba17c67b33977fdc80fc37d0 (associated transaction
  hashes: 0x50ce4328ac5fbcb8f1954142171e8d3206995047860cd86b4d1f44d74ac35e0f, 0x956727f0d3a5755c87dbc5d8af4d7c613b93938dc77f7a17eabc45232384030c)

The forensic investigation further determined that the Wallets presently serves as the final repository for assets traceable to the exploit and, as of the date of the investigation, continued to hold assets derived from the theft. Plaintiff is seeking an injunction freezing the wallets identified above, together with any additional wallets, accounts, addresses, digital assets, proceeds, substitutions, derivatives, or property traceable to the exploit and presently under the possession, custody, or control of Defendants.

RULE 1.610(a)(1) COMPLIANCE

The instant Motion is being brought on an Ex Parte basis because there is a high likelihood that Defendants, upon receiving notice of this action, will take immediate measures to transfer, bridge, liquidate, conceal, dissipate, or otherwise move the stolen assets beyond the reach of this Court. The Complaint and forensic investigation establish that Defendants have already engaged in extensive efforts to conceal the stolen assets. Specifically, Defendants transferred the assets through multiple intermediary wallets, moved assets across blockchain networks through cross-chain bridge transactions, and utilized a coordinated network of wallets operating in concert to obscure ownership and control of the stolen property.

If Defendants receive notice before the wallets are frozen, they can transfer the remaining assets in a matter of seconds to additional wallets, exchanges, mixers, bridges, or foreign jurisdictions. Once such transfers occur, Plaintiff's ability to recover the stolen assets will be severely impaired or eliminated altogether. Defendants will likely move the funds if they become aware that Plaintiff is seeking relief because Defendants have already demonstrated a deliberate effort to steal, transfer, conceal, launder, and retain the stolen assets while concealing their identities. As such, pursuant to Florida Rule of Civil Procedure 1.610(a)(1)(B), notice should not be given because the risk of irreparable harm to Plaintiff is substantially increased if notice is provided before issuance of the requested injunction. Accordingly, counsel believes in good faith that taking steps to provide notice prior to issuance of injunctive relief will cause immediate and irreparable injury, loss, and damage to Plaintiff by providing Defendants an opportunity to dissipate the remaining traceable assets before they can be frozen and preserved.

EMERGENCY MOTION CERTIFICATION

For the reasons stated herein, Plaintiff and undersigned counsel believe in good faith that this is an emergency motion because the longer the delay in freezing the identified wallets and assets, the greater the likelihood that Defendants will transfer, bridge, liquidate, conceal, dissipate, or otherwise move the stolen assets beyond the reach of this Court. Blockchain transactions can be executed instantaneously and across international borders without prior notice. The Complaint alleges that Defendants have already demonstrated the ability and willingness to move stolen assets across multiple blockchain networks and through numerous intermediary wallets. As a result, every additional delay increases the risk that the remaining traceable assets will be permanently lost. In the event a hearing is required on this Motion, Plaintiff and counsel believe the Motion can be heard in approximately thirty (30) minutes.

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MEMORANDUM OF LAW

LEGAL STANDARD FOR PRELIMINARY INJUNCTIVE RELIEF

The standard for temporary relief is governed by § 1.610 of the Florida Rules of Civil Procedure. Generally, a party seeking a temporary injunction must establish the following: (1) a substantial likelihood of success on the merits; (2) the likelihood of irreparable harm and the unavailability of adequate law; (3) that the threatened injury to the party seeking the injunction

outweighs the possible harm to the party against who an injunction is sought; and (4) that the granting of the preliminary injunction will not disserve or be adverse to the public interest. *Provident Mgmt. Corp. v. City of Treasure Island*, 796 So. 2d 481, 485 (Fla. 2001); *Miami-Dade County v. Fernandez*, 905 So. 2d 213, 215 (Fla. 3d DCA 2005); Fla. R. Civ. Pro. 1.610.

The purpose of a temporary or preliminary injunction is not to resolve a dispute on the merit, rather to simply preserve the status quo until a hearing may be held when full relief may be granted. *Grant v. Robert Half International, Inc.,* 597 So.2d 801, 802 (Fla. 3d DCA 1992). In this action, injunctive relief is appropriate because Plaintiff can clearly establish that (i) Plaintiff will suffer irreparable harm if Defendant becomes aware of the instant lawsuit and diverts the subject funds; (ii) Plaintiff has no adequate remedy at law without first freezing these accounts; (iii) Plaintiff has a substantial likelihood of success on the merits; and (iv) it is in the public interest to prevent Defendants from divesting funds acquired through their scheme.

I. PRELIMINARY INJUNCTION IS NECESSARY AND WARRANTED

1. There is a Substantial Likelihood that Plaintiff Will Prevail on the Merits

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Plaintiff's Complaint states that Defendants engaged in a coordinated scheme to exploit a vulnerability within the DeepBook Margin Protocol and wrongfully obtain digital assets belonging to Plaintiff. The flow of the stolen assets and lack of any evidence that any of these transfers were authorized is clear, and there is indisputable forensic evidence demonstrating that the stolen assets can be traced through the wallets Plaintiff is requesting the Court freeze. Plaintiff retained blockchain forensic investigators immediately following discovery of the exploit. The investigation determined that Defendants utilized multiple wallets operating in concert to execute the exploit, transfer stolen assets through intermediary wallets, bridge assets from the Sui blockchain to the Ethereum blockchain, and ultimately consolidate the stolen assets into wallets under Defendants' control. The investigation further established a continuous tracing path connecting the exploit transactions to the wallets presently holding assets derived from the exploit. Plaintiff will be able to show that Defendants knowingly manipulated the DeepBook Margin Protocol by utilizing accounts under their control to execute a series of self-directed wash trades designed to extract value from the protocol while rendering the borrowing accounts insolvent. Through these actions, Defendants caused losses totaling approximately 283,604 USDC and subsequently transferred and concealed the stolen assets through multiple blockchain transactions.

Allowing Defendants continued access to the subject wallets will give them the opportunity to complete the very scheme alleged in the Complaint by further transferring, dissipating, concealing, liquidating, or laundering the stolen assets. Plaintiff can show that the facts of this case are sufficient to prove the causes of action stated in the Complaint, including Conversion, Unjust Enrichment and Imposition of Constructive Trust, and Declaratory Judgment, in addition to this equitable action for injunctive relief.

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2. Failing to Freeze the Accounts Will Cause Irreparable Harm to Which There Is No Other Adequate Remedy

Plaintiff will suffer irreparable harm if the Court does not allow for an injunction freezing the subject wallets and traceable assets. The adequacy of remedies at law depends upon the availability of damage awards. As stated in *Jewett Orthopaedic Clinic, P.A. v. White*:

> The requirement that the injury be "irreparable" should not present a difficult problem. The question of whether the injury is irreparable turns on whether there is an adequate legal remedy available. 4 Pomeroy, Equity Jurisprudence § 1343 (5th Ed. Symons, 1941). Irreparable injury means, in essence, that injunction is the only practical mode of enforcement. A negative covenant, where one party promises that he will not do certain things, is an apt example. Id at 941-42. The supreme court observed in Miller Mechanical that certain types of contractual covenants, like covenants not to compete, by their nature lend themselves principally to enforcement by injunction because of the difficulty of arriving at a dollar figure for the actual damage done as the result of the breach. 300 So. 2d at 12.

Jewett Orthopaedic Clinic, P.A. v. White, 629 So. 2d 922, 927 (Fla. 5th DCA 1993). In the present case, Plaintiff has no remedy if the assets are not frozen. Cryptocurrency wallets are essentially digital financial accounts through which assets may be transferred instantly anywhere in the world with little delay and often with substantial anonymity. The nature of blockchain-based assets is such that they may be rapidly moved across multiple jurisdictions, blockchain networks, exchanges, bridges, and intermediary wallets.

Here, Defendants have already demonstrated their willingness and ability to conceal the stolen assets. The Complaint alleges that Defendants transferred the assets through multiple intermediary wallets, bridged the assets from the Sui blockchain to the Ethereum blockchain, and ultimately consolidated the stolen assets into wallets under their control. Defendants have already undertaken significant efforts to hide the source and ownership of the stolen assets. The only practical form of protecting Plaintiff's ability to recover the stolen assets is freezing the

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wallets and assets presently traceable to the exploit. If Defendants are allowed notice of this action before the assets are frozen, they will seize the opportunity to transfer, dissipate, liquidate, or further conceal the assets, leaving no practical mode of recovery for Plaintiff following a judgment on the merits.

3. Plaintiff's Injury Outweighs Possible Harm to Defendants

Denying Plaintiff's application for injunctive relief will harm Plaintiff more than the granting of such injunction would harm Defendants. Granting this Motion and freezing the traceable assets until this case is decided on the merits does not prejudice Defendants in any meaningful way, as they will have the opportunity to seek removal or modification of the injunction at a later date. However, failing to freeze the assets will practically prevent Plaintiff from recovering the stolen property when this case is decided on the merits because the assets will likely be transferred beyond the reach of the Court. Further, any bond posted by Plaintiff will ensure protection against any potential harm to Defendants arising from the freezing of the assets.

Conversely, if the assets are not frozen and Defendants transfer the assets through additional blockchain networks, exchanges, bridges, or foreign jurisdictions, Plaintiff may never be compensated for Defendants' wrongdoing. The Supreme Court has held that a preliminary injunction, designed to freeze the status quo and protect the damages remedy, is an appropriate form of relief when it is shown that the Defendant is likely to be insolvent at the time of judgment. *Deckert v. Independence Shares Corporation*, 311 U.S. 282, 61 S.Ct. 229, 85 L.Ed. 189 (1940).

4. Public Interest Weighs Heavily on Plaintiff's Behalf

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The protection of the public from digital asset theft, blockchain exploits, and financial fraud is a matter of substantial public interest. It would be contrary to public policy to allow Defendants the opportunity to transfer or dissipate stolen digital assets prior to any adjudication on the merits. Defendants have already utilized sophisticated methods to conceal the stolen assets and their identities. If permitted to continue moving the stolen assets freely, Defendants will likely continue using similar methods to conceal and retain the proceeds of their misconduct. Because Defendants' identities remain unknown, a judgment against them may ultimately prove meaningless if the traceable assets are no longer available for recovery. Further, the public has a strong interest in preserving the integrity of decentralized financial systems and preventing individuals from profiting from the exploitation of technological vulnerabilities. Allowing Defendants to continue moving assets derived from the exploit would undermine confidence in digital asset markets and encourage similar misconduct by others. Accordingly, the public interest weighs heavily in favor of preserving the status quo and preventing Defendants from transferring, dissipating, concealing, liquidating, or otherwise moving assets traceable to the exploit pending final resolution of this action.

II. NOTICE WOULD UNDERMINE RELIEF SOUGHT

A temporary injunction may be entered "without written or oral notice to the adverse party" if: (a) it appears from the specific facts shown by affidavit or verified pleading that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition; and (b) the movant's attorney certifies in writing any efforts that have been made to give notice and the reasons why notice should not be required. Fla. R. Civ. P. 1.610(a). If notice were given to Defendants before the Court were to rule on this Motion and allow Defendants to be heard in opposition, Defendants would simply take the opportunity to transfer, bridge, liquidate, conceal, dissipate, or otherwise move the stolen digital assets from the subject wallets. The Complaint and forensic investigation establish that Defendants have already transferred the stolen assets through multiple intermediary wallets, moved assets across blockchain networks through cross-chain bridge transactions, and undertaken extensive efforts to conceal the source, ownership, and location of the stolen assets.

There would be little incentive for Defendants to appear at such hearing and submit themselves to the jurisdiction of this Court given the nature of the allegations and the fact that their identities remain unknown. Instead, providing notice would likely accelerate the very harm this Motion seeks to prevent by giving Defendants advance warning that the traced assets have been identified and are the subject of imminent judicial action. Defendants will have the opportunity to move to dissolve the injunction at any time pursuant to the Florida Rules of Civil Procedure. However, if no action is taken at this point, Defendants will likely continue transferring and concealing the stolen assets, thereby frustrating Plaintiff's ability to recover the assets and rendering any eventual judgment substantially ineffective. Once digital assets are moved through additional wallets, exchanges, bridges, or foreign jurisdictions, recovery becomes significantly more difficult, if not impossible. Accordingly, immediate ex parte relief is necessary to preserve the status quo and prevent the dissipation of assets traceable to the exploit pending further proceedings before this Court.

III. PLAINTIFF REQUESTS A LOW OR NOMINAL BOND

The trial court is generally afforded discretion in setting the amount of bond for a temporary injunction entered pursuant to Rule 1.610(b), Fla. R. Civ. P. See Net First Nat'l Bank v. First Telebanc Corp., 834 So.2d 944 (Fla. 4th DCA 2003); Banyan Lakes Home Owners Assn. v. Sch. Dist. of Palm Beach County, Florida, 823 So.2d 247 (Fla. 1st DCA 2002). The purpose of the bond required as a condition to issuance of a temporary injunction is to provide a sufficient fund to cover the adverse party's costs and damages if the injunction is wrongfully issued. Richard v. Behavioral Healthcare Options, Inc., 647 So.2d 976 (Fla. 2d DCA 1994). Damages include attorney's fees and court costs. Town of Davie v. Sloan, 566 So.2d 938 (Fla. 4th DCA 1990).

Since the damages recoverable for a wrongfully issued injunction are ordinarily limited to the bond, *Parker Tampa Two, Inc. v. Somerset Dev. Corp.*, 544 So.2d 1018 (Fla. 1989), the bond initially set by the Court constitutes the Court's determination of the foreseeable damages based on the good-faith representations before it. Id. at 1021. While foreseeable damages are considered a major factor in setting a temporary injunction bond, the Court is permitted to consider factors other than anticipated damages and costs, including the adverse party's chances of overturning the temporary injunction. See *Longshore Lakes Joint Venture v. Mundy*, 616 So.2d 1047 (Fla. 2d DCA 1993). Further, the trial court's initial determination is often necessarily based upon speculative matters and should subsequent events prove the bond amount to be either insufficient or excessive, an affected party is free to move for modification. See Parker, 544 So.2d at 1021; see also Montville v. Mobile Med. Indus., Inc., 855 So. 2d 212, 215–16 (Fla. 4th DCA 2003). In the instant case, Defendants stole and continue to possess assets traceable to approximately 283,604 USDC in losses suffered by Plaintiff. The intentional and malicious nature of Defendants' conduct is apparent from the allegations of the Complaint and the forensic tracing analysis, which demonstrates a coordinated exploit of the DeepBook Margin Protocol followed by efforts to conceal and launder the stolen assets through multiple wallets and blockchain networks.

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It is unlikely that Defendants will seek modification of the injunction because doing so would require them to appear before this Court, identify themselves, and explain their possession and control of assets traceable to the exploit. Even if Defendants were to appear, Plaintiff does not believe Defendants would be successful in dissolving or modifying the injunction based upon the substantial forensic evidence presently before the Court demonstrating a continuous tracing path from the exploit to wallets under Defendants' control. Moreover, the requested injunction merely preserves the status quo and prevents further dissipation of assets that have already been traced to the exploit. The injunction does not transfer ownership of the assets, nor does it provide Plaintiff with possession of the assets pending adjudication of the merits. Rather, it simply preserves identifiable property until the parties' respective rights can be determined by the Court. Under these circumstances, Plaintiff respectfully requests that the Court exercise its discretion and require only a low or nominal bond sufficient to satisfy Rule 1.610 while ensuring that the requested injunctive relief remains available to prevent the imminent dissipation of the stolen assets.

CONCLUSION

Based on the foregoing, Plaintiff has established its need for immediate injunctive relief from this Court that enjoins and prohibits Defendants from transferring, withdrawing, liquidating, bridging, concealing, dissipating, or otherwise exercising control over assets traceable to the DeepBook exploit and the wallets containing such assets. Without this relief, Plaintiff will suffer irreparable harm for which there is no adequate remedy at law that Plaintiff could obtain upon succeeding in this case on the merits. This relief will preserve the status quo, protect identifiable property that has been traced to Defendants' wrongful conduct, serve the public interest, and should therefore be granted.

WHEREFORE, Plaintiff, SUI FOUNDATION, LTD. d/b/a DEEPBOOK, respectfully requests this Court enter a temporary injunction to freeze the identified crypto wallets, and if needed set this Motion for hearing to determine the necessity of an award of preliminary injunction to prevent further irreparable injury to Plaintiff.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and the facts stated above are true and correct.[1]

/s/ Glenn Kennedy

Representative of SUI FOUNDATION, LTD.

Respectfully submitted,

By: */s/Jose Teurbe-Tolon*___

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[1] Oath without notary is compliant with Fla. Stat. 92.525(c)